# City of Saint Paul

## Meeting Agenda

## City Council

City Hall and Court House
15 West Kellogg Boulevard
Council Chambers - 3rd Floor
651-266-8560

***Council President Rebecca Noecker***
***Vice President HwaJeong Kim***
***Councilmember Anika Bowie***
***Councilmember Cheniqua Johnson***
***Councilmember Saura Jost***
***Councilmember Molly Coleman***
***Councilmember Nelsie Yang***

**Wednesday, September 10, 2025** **3:30 PM** **Council Chambers - 3rd Floor**

**ROLL CALL**

**COMMUNICATIONS & RECEIVE/FILE**

**1** CO 25-37 Letter from the Department of Safety and Inspections declaring 1079 Arkwright Street a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

***Sponsors:*** Kim

***Attachments:*** 1079 Arkwright St.OTA 7-9-25

**2** CO 25-38 Letter from the Department of Safety and Inspections declaring 693 Cook Avenue East a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

***Sponsors:*** Yang

***Attachments:*** 693 Cook Ave E.OTA 8-26-25

**CONSENT AGENDA**

**Items listed under the Consent Agenda will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the Consent Agenda for separate consideration.**

**3** RES 25-854 Authorizing the Fire Department to pay for all costs incurred to hold a graduation ceremony for 15 new paramedics on September 5, 2025 at the Neighborhood House.

***Sponsors:*** Noecker

**4** RES 25-1341 Authorizing the Department of Public Works Organized Trash and Recycling operations to expend an amount not to exceed $5,000 for the purpose of providing candy for various public events and parades throughout 2025.

***Sponsors:*** Noecker

**5** RES 25-1343 Directing the Department of Safety and Inspections to proceed with adverse action and the imposition of a $500 matrix penalty against Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrell (License ID #20120005702) for the premises located at 665 7th St. W.

***Sponsors:*** Noecker

***Attachments:*** Exhibit #1

Exhibit # 2

**6** RES 25-1347 Authorizing the City's conveyance of a permanent Thermal Line Easement to District Energy St. Paul for the installation and maintenance of thermal heating and cooling service lines through the George Latimer Central Library to serve the adjoining property at 80 West Fourth Street.

***Sponsors:*** Noecker

***Attachments:*** Exhibit A - Thermal Line Easement

**7** RES 25-1369 Approving the City's cost of providing Repair of Sanitary Sewer Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. SWRP2503, Assessment No. 253002)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion SWRP2503.253002

Assessment Roll SWRP2503.253002

**8** RES 25-1370 Approving the City's cost of providing Replacement of Lead Water Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. 2502LDSRP, Assessment No. 254001)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion 2502LDSRP.254001

Assessment Roll 2502LDSRP.254001

**9** RES 25-1371 Approving the City's cost of providing Collection of Delinquent Garbage Bills for service during January to March 2025, and setting date of legislative hearing for October 2, 2025 and City Council public hearing for November 5, 2025 to consider and levy the assessments against individual properties. (File No. CG2503A3, Assessment No. 250126)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion CG2503A3.250126

Assessment Roll CG2503A3.250126

**10** RES 25-1407 Approving the application for change of ownership to the Liquor On Sale-100 seats or less, Liquor On Sale Sunday, Liquor Outdoor Service Area (Patio) and Entertainment (A) license now held by La Morelense Restaurant and Sweets Inc d/b/a La Morelense Restaurant and Sweets (License ID #20250001163) for the premises located at 1552 Como Ave.

***Sponsors:*** Coleman

***Attachments:*** Class N License Application

License Application Notification

Letter of Support

**11** RES 25-1408 Memorializing a City Council decision to deny the appeal of Stronger Sober House from a Board of Zoning Appeals decision to deny a variance request to

establish a 12-resident supportive housing facility on the property at 269 Harrison Avenue.

***Sponsors:*** Noecker

***Attachments:*** 269 Harrrison Ave 8.13
§ 15.99 Extension Letter 6.24.2025
Agenda Harrison
Appeal Application and Supporting Documents (5)
Board of Zoning Appeals Public Hearing Notice Mailing Map List
Board of Zoning Appeals Public Hearing Notice
City Council Public Hearing Notice Mailing Map List
City Council Public Hearing Notice
Comments - Combined BZA Public Comment
Garrett Engelhardt public comment
June 9 2025 BZA Meeting Minutes
Resolution
Staff Report
Zoning Variance Application Harrison

**12** RES 25-1413 Approving the separation of the grant funds through the Ward 7 Neighborhood Star Year-Round program for Faith City Church in partnership with the G.W Carver Center for Innovation.

***Sponsors:*** Johnson

**13** RES 25-963 Approving the Labor Agreement (May 1, 2025 - April 30, 2028) between the City of Saint Paul and the North Central States Regional Council of Carpenters.

***Sponsors:*** Noecker

***Attachments:*** Carpenters Summary Agreement 2025 - 2028
Carpenter 2025 - 2028 Labor Agreement

**14** RES 25-1365 Approving the appointment of Melanie McMahon as Interim Director of the Department of Planning and Economic Development

***Sponsors:*** Noecker

**FOR DISCUSSION**

**15** RES 25-1404 Recognizing the City of Saint Paul's participation in Welcoming Week 2025.

***Sponsors:*** Noecker, Kim and Coleman

**16** RES 25-1357 Reciting a proposal for a housing program for a Multifamily Rental Housing Development, approving the project and the program pursuant to Minnesota Statutes, Chapter 462C, authorizing the Housing and Redevelopment Authority to Issue Conduit Multifamily Housing Revenue Obligations and authorizing the preparation of necessary documents and materials in connection with said project and program, Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

***Sponsors:*** Noecker

**17** RES 25-1358 Approving issuance of a $241,157.97 ERA2 loan and execution of the loan agreements and related documents for the Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

***Sponsors:*** Noecker

**18** RES 25-1359 Authorizing use of a Project Labor Agreement (PLA) for the rehabilitation of the Joseph's Pointe at Upper Landing project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

***Sponsors:*** Noecker

## ORDINANCES

**An ordinance is a city law enacted by the City Council. It is read at three separate council meetings and becomes effective after passage by the Council and 30 days after publication in the Saint Paul Pioneer Press. Public hearings on ordinances are generally held at the second reading.**

### Final Adoption

**19** Ord 25-48 Amending Chapter 130 of the Legislative Code, Procedure for Vacating Streets and Other Public Grounds.

***Sponsors:*** Noecker

***Attachments:*** Ch. 130 summary.08072025
Impacts of Vacation ordinance (Ch. 130 Leg. Code) amendment.08072025
Vacation Primer.08072025

### First Reading

**20** Ord 25-49 Establishing the classification titled City Council Communications Lead in the unclassified service pursuant to Section 12.03.2(H) of the City Charter (must be approved by Civil Service Commission after adoption by City Council and prior to Mayor signature).

***Sponsors:*** Noecker

***Attachments:*** Communications Lead

**21** Ord 25-53 Amending Chapter 441 of the Legislative Code to adjust the electric-vehicle charging station rates.

***Sponsors:*** Jost

## PUBLIC HEARINGS

**Live testimony is limited to two minutes for each person. See below for optional ways to testify.**

**22** Ord 25-50 Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be submitted to City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.

***Sponsors:*** Noecker, Yang, Kim, Coleman and Johnson

***Attachments:*** CPO Summary - Ord 25-50 - Legislative Agenda
Legislation Text with strikeouts and underlines- Ord 25-50

**23** RES PH 25-106 Ratifying the assessment for Minnesota Street from Sixth Street to Eleventh Street paving and lighting project constructed as part of the 2024 St. Paul Street Paving Program (SPS). (File No. 19262, Assessment No. 245203)

***Sponsors:*** Noecker

***Attachments:*** Assessment Roll - Revised 9/4/2025
78 10th St E - Daniel Schute public comment
78 10th St E - Leah Jones public comment
78 10th St E - Amy Bretto public comment
444 Cedar St - Crescent Investment Group public comment
66 9th St E - Kari Aaeng public comments

**24** RES PH 25-196 Approving major modifications to the Victoria Park Master Plan.

***Sponsors:*** Jost

***Attachments:*** Nova Classical Academy Master Plan Amendment Resolution
Planning Commission Action Minutes August 22, 2025
Nova Classical Academy MP Amendment and Variances Staff Packet
Zoning Committee Summary July 31, 2025
1455 Victoria Way Public Comment D9

**25** RES PH 25-197 Amending the financing and spending plans in the Fire Department in the amount of $191,723.66 for the contribution received from the Minnesota Board of Firefighter Training and Education to pay for training for firefighters.

***Sponsors:*** Noecker

***Attachments:*** MBFTE Financial Analysis $191,723.66.pdf

**26** RES PH 25-195 Amending the financing and spending plans in the Fire Department in the amount of $100 for the donation from the Brandenburg family in honor of retired Fire Captain Patrick Donnelly.

***Sponsors:*** Noecker

***Attachments:*** Brandenburg Family Donation $100.00.pdf

**27** RES PH 25-198 Amending the financing and spending plans in the Fire Department in the amount of $29,703.51 for the Minnesota Task Force One (MNTF1) reimbursement from the City of Edina.

***Sponsors:*** Noecker

***Attachments:*** MNTF1 Financial Analysis $29,703.51.pdf

**28** RES PH 25-189 Approving the application of Minnesota Taco and Tequila Festival for the Viva La Vida: Taco & Tequila Festival event on Saturday, September 20 and Sunday, September 21, 2025 for a sound level variance in order to present live amplified sound at 425 Rice Street, former Sears parking lot.

***Sponsors:*** Bowie

***Attachments:*** Application
ENS
Map
Owner Notice
Owner Address List
Letter to Applicant

**29** RES PH 25-190 Approving the application of Anderson Race Management/Jennifer Williams Walk for Water event, Saturday, September 20, 2025 for a sound level variance in order to present live amplified sound at Upper Landing Park, 226 Spring Street.

***Sponsors:*** Noecker

***Attachments:*** Application
ENS
Map
Owners Notice
Owners List
Letter to Applicant

**30** RES PH 25-194 Approving the application of The Leukemia & Lymphoma Society, Inc.; The Leukemia & Lymphoma Society Inc's Light the Night Event, Saturday, September 27, 2025 for a sound level variance in order to present live amplified sound at Harriet Island- 200 Dr Justus Ohage Blvd.

***Sponsors:*** Noecker

***Attachments:*** Application
ENS
Map
Owners Notice
Owners List
Letter to Applicant

**LEGISLATIVE HEARING DISCUSSION ITEMS**

**31** RLH TA 25-115 Ratifying the Appealed Special Tax Assessment for property at 686 EDMUND AVENUE. (File No. VB2507, Assessment No. 258806) (Public hearing closed and laid over from April 9, 2025)

***Sponsors:*** Bowie

***Attachments:*** 686 Edmund Ave.Reg Notice 9-5-24.pdf
686 Edmund Ave.Warning Ltr 10-7-24.pdf

**32** RLH TA 25-344 Amending Council File RLH AR 24-25 to reduce the assessment Collection of Vacant Building Registration fees billed during April 5 to October 20, 2023 at 1350 HAGUE AVENUE. (File No. VB2407, Assessment No. 248806) (Public hearing closed and laid over from August 27, 2025)

***Sponsors:*** Bowie

***Attachments:*** 1350 Hague Ave.email chain 5-13-25.pdf
1350 Hague Ave.contested email 5-19-25.pdf
1350 Hague Ave.Reg Notice 9-27-23.pdf
1350 Hague Ave.Warning Ltr 10-27-23.pdf
1350 Hague Ave.Minutes.pdf
1350 Hague Ave.Union Park District Council Letter 8-26-25.pdf
1350 Hague Ave.Bowie email 8.27.25
1350 Hague Ave.Alison Schaub email 8.28.25
1350 Hague Ave.Timeline of Events 8.28.25

**LEGISLATIVE HEARING CONSENT AGENDA**

**Items listed under the Consent Agenda will receive a combined public hearing and be enacted by one motion with no separate discussion. Items may be removed from the Consent Agenda for a separate public hearing and discussion if desired.**

**33** RLH RSA 25-8 Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
934 Ashland Ave Unit 1.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-21-25
934, 938 & 942 Ashland Ave.MNOI.4-11-25
934, 938 & 942 Ashland Ave.DSI Determination.4-28-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25
934 Ashland Ave Units 1 & 5.LH Scheduling Ltr-HJC.6-24-25
934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25
934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25
934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25
934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25
934, 938 &942 Ashland Ave.HJC Supplemental Submission.8-1-25
934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.
934, 938 and 942 Ashalnd Ave- Appellants' Supplemental Submission re Landlc
934, 938 and 942 Ashland Ave- Flooding Problems Video 1. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25

934 938  942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25

934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendati

934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**34** RLH RSA 25-10

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Vincent Cornell,  to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 2.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025

934, 938 & 942 Ashland Ave.Minutes.7-17-25

934 Ashland Ave Unit 5.Appeal Form.6-11-25

934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25

934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25

934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25

934, 938 & 942 Ashland Ave.MNOI.4-11-25

934, 938 & 942 Ashland Ave.MNOI.4-21-25

934, 938 & 942 Ashland Ave.DSI Determination.4-28-25

934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25

934 Ashland Ave Units 1 & 2.LH Scheduling Ltr-HJC.6-24-25

934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25

934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25

934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25

934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25

934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25

934 Ashland Ave Unit 2.Video Front Door.6-4-25

934 Ashland Ave Unit 2.Video-Movable Wall 6-4-25

934 Ashland Ave Unit 2.Video-Water Infiltration Back Staircase.6-4-25

934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25

934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.

934, 938 and 942 Ashalnd Ave- Appellants' Supplemental Submission re Landlc

934, 938 and 942 Ashland Ave- Flooding Problems Video 1.  8-19-25

934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25

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934 938  942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25

934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendati

934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**35** RLH RSA 25-12

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Ehren Stemme, to a Rent Stabilization Determination at 938 ASHLAND AVENUE, UNIT 6. (Appeal withdrawn)

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
938 Ashland Ave Unit 6.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-21-25
934, 938 & 942 Ashland Ave.DSI Determination.4-28-25
934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25
942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25
934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25
934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25
934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25
938 Ashland Ave Unit 6.Video Movable floor tile.6-4-25
938 Ashland Ave Unit 6.Video.Wobbly Deck.6-4-25
938 Ashland Ave Unit 6.Video-movable radiator.6-4-25
934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25
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934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems  Video 3. 8-19-25
938 Ashland Ave. Apt. 6- Withdrawal of Ehren Stemme (RLH RSA 25-12) from t
934 938  942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25
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934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**36** RLH RSA 25-13 Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Kayla Simonson, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 8.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
942 Ashland Ave Unit 8.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
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934, 938 & 942 Ashland Ave.MNOI.4-11-25
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942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25
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**37** RLH RSA 25-14

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jessica Skaare, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 9.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
942 Ashland Ave Unit 9.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
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942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
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934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25

934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25
934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25
942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25
942 Ashland Ave Unit 9-Video-Unstable deck.6-4-25
942 Ashland Ave Unit 9.Video-leaking bathroom ceiling.6-4-25
934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25
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**38** RLH RSA 25-16

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Autumn Buel, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 10.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
942 Ashland Ave Unit 10.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
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934, 938 & 942 Ashland Ave.MNOI.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-21-25
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934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25
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934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**39** RLH RSA 25-15

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Samuel Perkins & Chloe Cable, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 11.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
942 Ashland Ave Unit 11.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-21-25
934, 938 & 942 Ashland Ave.DSI Determination.4-28-25
934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25
942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25
934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25
934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25
934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25
942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25
934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25
934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.
934, 938 and 942 Ashalnd Ave- Appellants' Supplemental Submission re Landlc
934, 938 and 942 Ashland Ave- Flooding Problems Video 1.  8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems  Video 3. 8-19-25
934 938  942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25
934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendati
934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**40** RLH RSA 25-17

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Lillian Johnson & Eleanor Rowen, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 12.

***Sponsors:*** Bowie

***Attachments:*** RSA Ashland Appeal LHO Recommendation 9-4-2025
934, 938 & 942 Ashland Ave.Minutes.7-17-25
942 Ashland Ave Unit 12.Appeal Form.6-11-25
934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25
934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25
934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-11-25
934, 938 & 942 Ashland Ave.MNOI.4-21-25
934, 938 & 942 Ashland Ave.DSI Determination.4-28-25
934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25
942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25
934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25
934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25
934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25
934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25
934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25
942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25
934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25
934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.
934, 938 and 942 Ashalnd Ave- Appellants' Supplemental Submission re Landlc
934, 938 and 942 Ashland Ave- Flooding Problems Video 1. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25
934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25
934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25
934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendati
934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**41** RLH TA 25-111

Amending Council File RLH TA 24-472 to Continue the Public Hearing for the Appealed Special Tax Assessment for property at 1055 FOURTH STREET EAST adopted by Council on February 12, 2025. (File No. J2505R, Assessment No. 258508) (Public hearing continued to September 10, 2025)

***Sponsors:*** Johnson

***Attachments:*** 1055 4th St E.Resolution TA 24-472.pdf
1055 4th St E.Minutes.pdf

**42** RLH TA 25-160

Ratifying the Appealed Special Tax Assessment for property at 562 GALTIER STREET. (File No. J2513R, Assessment No. 258524) (Public hearing continued to September 10, 2025)

***Sponsors:*** Bowie

***Attachments:*** 562 Galtier St.SA Ltr+photo 10-23-24.pdf
562 Galtier St.photos 10-23-24.pdf
562 Galtier St.Photo 10-30-24.pdf

562 Galtier St.contractor photos 11-11-24.pdf

11-11-2024 Kamish Garbage Invoice (1).pdf

562 Galtier St.Zimny email.3-24-25

**43** RLH RR 25-25 Making finding on the appealed substantial abatement ordered for 925 MAGNOLIA AVENUE EAST in Council File RLH RR 24-44.

***Sponsors:*** Yang

***Attachments:*** 925 Magnolia Ave E.MF Letter 8-8-25.doc

925 Magnolia Ave. Balsatis Zimny email chain.6-27-25

925 Magnolia Ave.Balsaitis R-R Ltr.8-28-25

95 Magnolia Ave E.updated financing.9-2-25

925 Magnolia Ave E.updated schedule.9-2-25

**44** RLH TA 25-96 Ratifying the Appealed Special Tax Assessment for property at 1155 REANEY AVENUE. (File No. J2511R, Assessment No. 258519) (Public hearing continued to September 10, 2025)

***Sponsors:*** Yang

***Attachments:*** 1155 Reaney Ave.SA Ltr+photo 10-8-24.pdf

1155 Reaney Ave.photos 10-7-24.pdf

Kamish Invoice 10-23-2024 Cleanups.pdf

1155 Reaney Ave.Zimny email.2-21-25

**45** RLH RR 25-24 Second Making finding on the appealed substantial abatement ordered for 378 SIMS AVENUE in Council File RLH RR 25-5.

***Sponsors:*** Kim

***Attachments:*** 378 Sims Ave.MF Letter 8-8-25.doc

378 Sims Ave.Hart Yang R-R Ltr.8-28-25

**ADJOURNMENT**

**City Council meetings are open for in person attendance, but the public may also comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting will be attached to the public record and available for review by the City Council. Comments may be submitted as follows:**

**The public may comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting will be attached to the public record and available for review by the City Council. Comments may be submitted as follows:**

**Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers. Live testimony by telephone is unavailable at this time.**

**Council Meeting Information**
**The City Council is paperless which saves the environment and reduces expenses. The agendas and Council files are all available on the Web (see below). Council members use mobile devices to review the files during the meeting. Using a mobile device greatly reduces costs since most agendas, including the documents attached to files, are over 1000 pages when printed.**

**Web**
**Meetings are available on the Council's website. Email notification and web feeds (RSS) of newly released minutes, agendas, and meetings are available by subscription. Visit www.stpaul.gov/council for meeting videos and updated copies of the agendas, minutes, and supporting documents.**

**Cable**
**Meetings are live on St Paul Channel 18 and replayed at various times. Check your local listings.**

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: CO 25-37

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | CO 25-37 | **Type:** | Communications & Receive/File | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 266-1947 | **In Control:** | City Council |
| | | | | **File Created:** | 09/02/2025 |
| **File Name:** | OTA 1079 Arkwright St | | | **Final Action:** | |

**Title:** Letter from the Department of Safety and Inspections declaring 1079 Arkwright Street a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | |
| **Sponsors:** | Kim | **Enactment Date:** | |
| **Attachments:** | 1079 Arkwright St.OTA 7-9-25 | **Financials Included?:** | |
| **Contact Name:** | Hoffman | **Hearing Date:** | |
| **Entered by:** | vicki.sheffer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File CO 25-37

Letter from the Department of Safety and Inspections declaring 1079 Arkwright Street a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

July 9, 2025

Glen M Beske
6110 Ensign Ave N
New Hope MN 55428-0440

Fannie Mae
1100 15th Street NW
Washington DC 20005

# Order to Abate Nuisance Building(s)

Dear Responsible or Interested Party:

**The Vacant/Nuisance Buildings Unit, Department of the Department of Safety and Inspections, Division of Code Enforcement, hereby declares the premises located at:**

**1079 ARKWRIGHT ST**

With the following Historic Preservation information: NONE

**and legally described as follows, to wit:**

LEWIS AND MABON'S ADDITION LOTS 1 AND LOT 2

**to comprise a nuisance condition in violation of the Saint Paul Legislative Code, Chapter 45.02, and subject to demolition under authority of Chapter 45.11.**

On June 12, 2025, a Building Deficiency Inspection Report was compiled and the following conditions were observed.

**This list of deficiencies is not necessarily all the deficiencies present at this time. This building(s) is subject to the restrictions of Saint Paul Ordinance Chapter 33.03 and shall not again be used for occupancy until such time as a Certificate of Compliance or a Certificate of Occupancy has been issued. All repairs must be in accordance with appropriate codes. Changes or additions to the electrical system, mechanical system, or the plumbing system may necessitate updating or upgrading the systems involved.**

This is a two story, brick, 8-unit apartment building.

The following is excerpted from July 25, 2021 Notice of Condemnation, Unfit for Human Habitation, Order to Remain Vacant letter:

**DEFICIENCIES:**

1. ENTIRE BUILDING - SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unfit for human habitation. This occupancy must not be used until re-inspected and approved by this office. -Building is condemned for the following, but not limited to lacking basic facilities (water, electric, gas) extensive fire and smoke damage and unsanitary conditions.

**ADDITIONAL DEFICIENCES:**

1. The foundation is deteriorated, defective or in a state of disrepair. Repair all foundation defects in a professional manner to a weather-tight, water-tight, and rodent-proof condition.
2. The roof is deteriorated, defective, or in a state of disrepair. Repair or replace the roof covering to a sound, tight and water impervious condition.
3. The exterior walls of the building are defective. Repair all holes, breaks, lose or rotting siding, to a professional state of maintenance.
4. The window and/or door screens are missing, defective or in a state of disrepair. Provide proper window and door screens for all openable windows and doors. Screens must be tight-fitting and securely fastened to the frames.
5. The windows and/or storm windows are in a state of disrepair. Replace all missing or broken window glass. Make all necessary repairs to frames, sashes, hardware, and associated trim in a professional manner.

As owner, agent, or responsible party, you are hereby notified that if these deficiencies and the resulting nuisance condition is not corrected by **August 8, 2025,** the Department of Safety and Inspections, Division of Code Enforcement, will begin a substantial abatement process to demolish and remove the building(s). The costs of this action, including administrative costs and demolition costs will be assessed against the property taxes as a special assessment in accordance with law.

As first remedial action, a Code Compliance Inspection Report must be obtained from the Building Inspection and Design Section, 375 Jackson Street, Suite 220, (651) 266-8989. This inspection will identify specific defects, necessary repairs, and legal requirements to correct this nuisance condition. You may also be required to post a five thousand dollars ($5,000.00) performance deposit with the Department of Safety and Inspections before any permits are issued, except for a demolition permit. Call the Department of Safety and Inspections for more information at 651-266-8989.

If this building is located in a historic district or site (noted on page 1, above, just below the property address) then you must contact Heritage Preservation (HPC) staff to discuss your proposal for the repairs required by this order and compliance with preservation guidelines. Copies of the guidelines and design review application and forms are available from the Department of Safety and Inspections web site (see letterhead) and from the HPC staff. No permits will be issued without HPC review and approval. HPC staff also can be reached by calling 651-266-9078.

As an owner or responsible party, you are required by law to provide full and complete disclosure of this "Order to Abate" to all interested parties, all present or subsequent renters and any subsequent owners. The property shall not be sold, transferred, or conveyed in any manner until the Nuisance Conditions have been abated and the Certificate of Code Compliance or Certificate of Occupancy has been issued.

The Enforcement Officer is required by law to post a placard on this property which declares it to be a "nuisance condition", subject to demolition and removal by the City. This placard shall not be removed without the written authority of the Department of Safety and Inspections, Division of Code Enforcement. The department is further required to file a copy of this "Order to Abate" with the City Clerk's Office.

If corrective action is not taken within the time specified in this order, the Enforcement Officer will notify the City Council that abatement action is necessary. The City Clerk will then schedule dates for Public Hearings before the City Council at which time testimony will be heard from interested parties. After this hearing the City Council will adopt a resolution stating what action if any, it deems appropriate.

If the resolution calls for abatement action the Council may either order the City to take the abatement action or fix a time within which this nuisance must be abated in accordance with the provisions of Chapter 33 of the Saint Paul Legislative Code and provide that if corrective action is not taken within the specified time, the City shall abate this nuisance. The costs of this action, including administrative costs will be assessed against the property as a special assessment in accordance with law.

If you have any questions or request additional information, please contact James Hoffman at 651-266-1947, or you may leave a voicemail message.

Sincerely,

***James Hoffman***
Vacant Buildings Enforcement Inspector

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: CO 25-38

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | CO 25-38 | **Type:** | Communications & Receive/File | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 266-1947 | **In Control:** | City Council |
| | | | | **File Created:** | 09/02/2025 |
| **File Name:** | OTA 693 Cook Ave E | | | **Final Action:** | |

**Title:** Letter from the Department of Safety and Inspections declaring 693 Cook Avenue East a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | |
| **Sponsors:** | Yang | **Enactment Date:** | |
| **Attachments:** | 693 Cook Ave E.OTA 8-26-25 | **Financials Included?:** | |
| **Contact Name:** | Hoffman | **Hearing Date:** | |
| **Entered by:** | vicki.sheffer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File CO 25-38

Letter from the Department of Safety and Inspections declaring 693 Cook Avenue East a nuisance property. (For notification purposes only; public hearings will be scheduled at a later date if necessary.)

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 26, 2025

Phillip and Arlene Johnson
693 Cook Ave E
St Paul, MN 55106-3102

# Order to Abate Nuisance Building(s)

Dear Responsible or Interested Party:

**The Vacant/Nuisance Buildings Unit, Department of Safety and Inspections, Division of Code Enforcement, hereby declares the premises located at:**

**693 Cook Avenue East**

With the following Historic Preservation Information: NONE

**and legally described as follows, to wit:**

ARLINGTON HILLS ADD B40&45-49 LOT 28 BLK 4

**to comprise a nuisance condition in violation of the Saint Paul Legislative Code, Chapter 45.02, and subject to demolition under authority of Chapter 45.11.**

On July 23, 2025, a Building Deficiency Inspection Report was compiled and the following conditions were observed.

**This list of deficiencies is not necessarily all the deficiencies present at this time. This building(s) is subject to the restrictions of Saint Paul Ordinance Chapter 33.03 and shall not again be used for occupancy until such time as a Certificate of Code Compliance or a Certificate of Occupancy has been issued. All repairs must be in accordance with appropriate codes. Changes or additions to the electrical system, mechanical system, or the plumbing system may necessitate updating or upgrading the systems involved.**

This is a two story, wood frame, single-family dwelling with a detached two-stall garage.

The following is excerpted from the May 1, 2023 Notice of Condemnation as Unfit for Human Habitation & Order to Vacate:

Principle Violations

1. Condemnation – This occupancy is condemned as unsafe or dangerous. It constitutes a condition of material endangerment to occupants and emergency personnel. The interior of the home has an excessive amount of storage and trash throughout the house. The inspector found the home with counters cluttered, storage on top of the stove and unsanitary conditions throughout the house. This is also a fire hazard due to the excessive combustibles.

2. Carbon Monoxide Alarm – Provide and maintain an approved carbon monoxide alarm within ten feet of each sleeping area. Installation shall be in accordance with manufacturer's instructions (no detector).

3. Ceilings – All ceilings must be maintained in a sound condition and in a professional state of maintenance and repair (missing plaster and sheetrock).

4. Combustible Materials – Immediately remove and discontinue excessive accumulation of combustible materials (remove all items from on top and near the stove).

5. Dryer Venting – Provide, repair, or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal ad shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and install in accordance with the mechanical code (remove flexible dryer duct vent).

6. Extension Cords – Immediately discontinue use of frayed, deteriorated, damages, or spliced electrical cords adequate to meet the building's needs (remove all extension cords).

7. Interior Sanitation – The interior shall be maintained in a clean and sanitary condition, free from an accumulation of refuse or garbage (excessive storage and trash).

8. Smoke Detector – The occupancy of a dwelling unit must inform the owner of the dwelling unit of a nonfunctioning smoke detector within 24 hours of discovering the smoke detector in the dwelling unit is not functioning. Smoke detector may not be tampered with or disabled at any time. Immediately provide and maintain a smoke detector located outside of each sleeping room (missing smoke detector on first floor).

9. Storage – Provide and maintain order storage of material. Provide and maintain at least two feet clearance below the lowest structural member of the ceiling (excessive storage and trash).

10. Walls – All walls must be maintained in a sound condition and in a professional state of maintenance and repair (missing plaster and sheetrock).

11. Exposed Wires – Remove unapproved exposed wiring and repair or replace damaged electrical fixtures. Install in accordance with the electrical code (hanging wires throughout).

12. Doors – All doors and its hardware shall be in sound condition and fit within its frame. Doors shall be maintained in a professional state of maintenance and repair. Repair or replace the damaged door, hardware, or frame (doorknob on front door).

13. Plumbing – Repair or replace and maintain all parts of the plumbing system to an operational condition (kitchen sink and bathtub faucet).

14. Supplied Equipment – Repair and maintain all required and supplied equipment in an operative and safe condition to perform their intended function properly and safely in accordance with the provision of the applicable code (light fixtures).

15. Windows – Repair and maintain windows in good condition including the glass, sash, frame, and screens. Windows shall be without cracks or holes; sashes shall be in sound condition; the window shall be easily opened and maintain the open position. All screens shall be maintained in a professional state of maintenance and repair.

16. The eaves and soffits are in a state of disrepair or deterioration. Repair all defects, holes, breaks, lose or rotting boards to a professional state of maintenance.

17. The exterior walls and trim of the house and garage have defective peeled, flaked, scaled, or chalking pain or have unpainted wood surfaces. Scrape and repaint to affect a sound condition in a professional manner.

18. The foundation is deteriorated, defective or in a state of disrepair. Repair all foundation defects in a professional manner to a weather-tight, water-tight, and rodent-proof condition.

19. The roof is deteriorated, defective, or in a state of disrepair. Repair or replace the roof covering to a sound, tight and water impervious condition.

20. Lacks electricity.

21. Lacks natural gas service.

22. Lacks water service.

As owner, agent, or responsible party, you are hereby notified that if these deficiencies and the resulting nuisance condition is not corrected by August 23, 2025, the Department of Safety and Inspections, Division of Code Enforcement, will begin a substantial abatement process to

demolish and remove the building(s). The costs of this action, including administrative costs and demolition costs will be assessed against the property taxes as a special assessment in accordance with law.

As first remedial action, a Code Compliance Inspection Report must be obtained from the Building Inspection and Design Section, 375 Jackson St, Suite 220, 651-266-8989. This inspection will identify specific defects, necessary repairs, and legal requirements to correct this nuisance condition. You may also be required to post a five-thousand-dollar ($5,000.00) performance deposit with the Department of Safety and Inspections before any permits are issued, except for a demolition permit. Call the Department of Safety and Inspections of more information at 651-266-8989.

As an owner or responsible party, you are required by law to provide full and complete disclosure of this “Order to Abate” to all interested parties, all present or subsequent renters and any subsequent owners. The property shall not be sold, transferred, or conveyed in any manner until the Nuisance Conditions have been abated and the Certificate of Code Compliance or Certificate of Occupancy has been issued.

The Enforcement Officer is required by law t post a placard on this property which declares it to be a “nuisance condition,” subject to demolition and removal by the City. This placard shall not be removed without the written authority of the Department of Safety and Inspections, Division of Code Enforcement. The department is further required t file a copy of this “Order to Abate” with the City Clerk’s Office.

If corrective action is not taken with the time specified in this order, the Enforcement Officer will notify the City Council that abatement action is necessary. The City Clerk will then schedule dates for Public Hearings before the City Council at which time testimony will be heard from interested parties. After this hearing, the City Council will adopt a resolution stating what action, if any, it deems appropriate.

If the resolution calls for abatement action, the Council may either order the City to take the abatement action or fix a time which this nuisance must be abated in accordance with the provisions of Chapter 33 of the Saint Paul Legislative Code and provide that if corrective action is not taken within the specified time, the City shall abate this nuisance. The costs of this action, including administrative costs, will be assessed again the property as a special assessment in accordance with law.

If you have any questions or request additional information, please contact James Hoffman at 651-266-1947, or you may leave a voicemail message.

Sincerely,

***James Hoffman***

Vacant Buildings Enforcement Inspector

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-854

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-854 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 222-0477 | **In Control:** | City Council |
| | | | | **File Created:** | 08/27/2025 |
| **File Name:** | Fire Department Paramedic Graduation | | | **Final Action:** | |

**Title:** Authorizing the Fire Department to pay for all costs incurred to hold a graduation ceremony for 15 new paramedics on September 5, 2025 at the Neighborhood House.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/03/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Butch Inks | **Hearing Date:** | |
| **Entered by:** | jill.lacasse@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-854

Authorizing the Fire Department to pay for all costs incurred to hold a graduation ceremony for 15 new paramedics on September 5, 2025 at the Neighborhood House.

WHEREAS, the Saint Paul Fire Department is holding a formal graduation ceremony for the 15 new paramedics on September 5, 2025 at the Neighborhood House, and

WHEREAS, the ceremony recognizes the achievement of the new paramedics and includes a reception where light refreshments and snacks will be served; and

WHEREAS, the Fire Department received a 2021 Assistance to Firefighter Grant and a 2022 Assistance to Firefighter Grant to pay for the firefighters to receive paramedic training; and

WHEREAS, the expenditure of money for the light refreshments and snacks will be paid out of 10022100-72910-2210020000-72910 and serves the public purpose by celebrating the successful graduation of the 15 new paramedics and increases the number of paramedics in the department, now, therefore, be it

RESOLVED, that the Saint Paul City Council hereby authorizes the expenditures of funds not to exceed $200 for the reception.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1341

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1341 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-6216 | **In Control:** | City Council |
| | | | | **File Created:** | 08/21/2025 |
| **File Name:** | Authorizing the Department of Public Works Organized Trash and Recycling operations to expend an amount not to exceed $5,000 for the purpose of providing candy for various public events and parades throughout 2025. | | | **Final Action:** | |

**Title:** Authorizing the Department of Public Works Organized Trash and Recycling operations to expend an amount not to exceed $5,000 for the purpose of providing candy for various public events and parades throughout 2025.

**Notes:** Expenses will be paid from account 72910 in AUs 64531410 & 64531400

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/03/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Sarah Haas | **Hearing Date:** | |
| **Entered by:** | Igor.vainshtein@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1341

Authorizing the Department of Public Works Organized Trash and Recycling operations to expend an amount not to exceed $5,000 for the purpose of providing candy for various public events and parades throughout 2025.

WHEREAS, the Department of Public Works Organized Trash and Recycling division is involved in various forms of community outreach, workshops, marketing and public events geared towards increasing the awareness and use of services provided by the Department to City residents; and

WHEREAS across past previous years, experience with such marketing and outreach at a multitude of events and parades throughout the city of Saint Paul illuminated a need to provide a modest amount of candy to public attendees to encourage participation and support and promote public goodwill; and

WHEREAS, the City Council has long supported and helped advocate for these efforts, and the Department of Public Works wishes to also continue providing food and refreshments using existing budgeted funds during events and parades to attendees to encourage attendance; and

WHEREAS, community engagement through the above fosters goodwill between city staff and

residents by creating fun and memorable moments as well as strengthens civic pride and encourages attendance to events, and creates family friendly atmosphere and joyful experiences as well as signals a welcoming tone. Community engagement also softens the image of Solid Waste and Recycling and focuses on the positive work they are doing. Finally, community engagement boosts staff morale, and reinforces recognition as a friendly and engaged part of city operations; and

WHEREAS, the City Council finds that the expenditure of money serves a public purpose by increasing the use and awareness Public Works' innovative services promoting the spread of recognition of the city's work to its many residents; now, therefore be it

RESOLVED, that the Department of Parks and Recreation is hereby authorized to expend an amount not to exceed $5,000 for the purpose of purchasing food items, refreshments, marketing materials, and other incentives for various Department activities, programs, events and volunteers needing support and/or recognition throughout 2025.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1343

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1343 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 2668755 | **In Control:** | City Council |
| | | | | **File Created:** | 08/22/2025 |
| **File Name:** | Seventh Street Liquor Barrell - $500 matrix penalty underage buyer failure | | | **Final Action:** | |

**Title:** Directing the Department of Safety and Inspections to proceed with adverse action and the imposition of a $500 matrix penalty against Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrell (License ID #20120005702) for the premises located at 665 7th St. W.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/03/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Exhibit #1, Exhibit # 2 | **Financials Included?:** | |
| **Contact Name:** | Therese Skarda | **Hearing Date:** | |
| **Entered by:** | riddhi.mistry@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1343

Directing the Department of Safety and Inspections to proceed with adverse action and the imposition of a $500 matrix penalty against Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrell (License ID #20120005702) for the premises located at 665 7th St. W.

WHEREAS, the Tobacco Shop and Liquor Off Sale license ("License") held by Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrell under (License ID #20120005702) for the premises located at 665 7th St. W., in Saint Paul ("Licensed Premises"), which is owned by Duane Wienke was the subject of adverse action pursuant to a July 15, 2025, Notice of Violation and Request for Imposition of $500 Matrix Penalty ("Notice") **(Exhibit # 1)** in which the Department of Safety and Inspections ("Department") provided notice to the Licensee of its intent to request imposition of a $500 matrix penalty because the Licensee failed a Tobacco Underage Buyers Compliance Check on May 14, 2025; and

WHEREAS, the Notice detailed that on May 14, 2025, at 10:09 a.m., Department Inspector Luis Sanchez-Panadero conducted a Tobacco Underage Buyers Compliance Check at the Licensed Premises. As part of the Tobacco Underage Buyers Compliance Check, a nineteen-year-old male,

retained by the Department to perform underage compliance checks, entered the Licensed Premises to purchase cigarettes. The clerk did not ask him to show his identification, nor was he asked of his age. Nevertheless, the clerk sold him a pack of Marlboro Light Cigarettes; and

WHEREAS, on May 16, 2025, a letter was sent to Seventh Street Liquor Barrell, Duane Wienke, and to Garry Minor, from Department Inspector Joseph Voyda. The letter informed the Licensee that Department had recently conducted a State-mandated annual inspection and the person under the age of 21, hired by the Department to conduct the check, was able to purchase cigarettes successfully; and

WHEREAS, the Notice laid out the basis for adverse action and the Legislative Code upon which the Department was relying as follows:

Saint Paul Legislative Code § 310.01 defines "Adverse Action" as:

"the revocation or suspension of a license, the imposition of conditions upon a license, the denial of an application for the grant, issuance or renewal of a license, the imposition of a fine, the assessment of the costs of a contested hearing, and any other disciplinary or unfavorable action taken with respect to a license, licensee, or applicant for a license. Adverse action includes any of the foregoing directed at one (1) or more licenses held by a licensee at any location in the city. Adverse action also includes disapproval of licenses issued by the state under statutory provisions which permit the governing body to disapprove the issuance of the license."

Saint Paul Legislative Code § 310.03(m)(3) **(Exhibit #2)**.

Saint Paul Legislative Code § 310.14 makes a licensee responsible for a violation by a clerk, employee, manager, or agent of a licensee:

"Any act or conduct by any clerk, employee, manager or agent of a licensee, or by any person providing entertainment or working for or on behalf of a licensee, whether compensated or not, which act or conduct takes place either on the licensed premises or in any parking lot or other area adjacent to (or under the lease or control of) the licensed premises, and which act or conduct violates any state or federal statutes or regulations, or any city ordinance, must be considered to be and treated as the act or conduct of the licensee for the purpose of adverse action against all or any of the licenses held by such licensee. To the extent this section is in conflict with sections 409.14 and 410.09 of the Legislative Code, this section must be controlling and prevail; but must not otherwise amend, alter or affect such sections."

Saint Paul Legislative Code § 324.07(i) prohibits the sale of tobacco products to a person under 21:

"No holder of a license issued under this chapter, nor any employee or agent of same may sell tobacco products to a person under the age of twenty-one (21) years. Sale to persons under the age of twenty-one (21) years [is] prohibited."

Minnesota Statute § 461.12, subdivision 2, sets minimum statutory penalties for the sale of tobacco to an underage person:

"If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall

be charged an administrative penalty of $300 for the first violation. An administrative penalty of $600 must be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of $1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing."

WHEREAS, because the Licensee failed the Tobacco Underage Buyer Compliance Check, the Department recommended a $500 matrix penalty of the Tobacco Shop and Liquor Off Sale license application based on Saint Paul Legislative Code § 310.01, § 310.03(m)(3), § 310.14, § 324.07(i), and Minnesota Statute § 461.12, subdivision 2; and

WHEREAS, the Notice laid out options for the Licensee:

"You have four (4) options to proceed:

1. If you do not contest the imposition of the proposed adverse action, you may do nothing. If I have not heard from you by **July 25, 2025**, I will presume that you have chosen not to contest the proposed adverse action and the matter will be placed on the City Council Consent agenda for imposition of the $500 matrix penalty.

2. You can pay the $500 matrix penalty. If this is your choice, you should make payment directly to the Department of Safety and Inspections at 375 Jackson Street, Ste. 220, St. Paul, Minnesota 55101-1806, no later than **July 25, 2025**, please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty, you may have a hearing before the Saint Paul City Council. You will need to send me a letter with a statement admitting to the facts and requesting a Council hearing no later than **July 25, 2025**, the matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty. You will have an opportunity to appear before the Council and make a statement on your own behalf.

4. If you dispute the facts outlined above, you may request a hearing before an Administrative Law Judge (ALJ). You will need to send me a letter disputing the facts and requesting an administrative hearing no later than **July 25, 2025**. At that hearing both you and the City will appear and present witnesses, evidence and cross-examine each other's witnesses. After receipt of the ALJ's report (usually within 30 days), a hearing will need to be scheduled. At that time, the City Council will decide whether to adopt, modify, or reject the ALJ's report and recommendation."

WHEREAS, the Notice was sent to the Licensee on **July 15, 2025,** providing that the Licensee respond by **July 25, 2025**; and

WHEREAS, on August 12, 2025, the City Attorney's Office contacted the Department to confirm whether payment of the $500 matrix penalty was received and was informed that they have not heard from the Licensee or received payment; and

WHEREAS, the Notice stated if the Licensee failed to provide payment of the $500 matrix penalty to the Department by July 25, 2025, that the matter would be placed on the City Council Agenda to impose the recommended penalty; now, therefore, be it

RESOLVED, the $500 matrix penalty is hereby imposed on the Tobacco Shop and Liquor Off Sale license held by Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrell (License ID #20120005702) for the premises located at 665 7th St W., Saint Paul, MN 55102-3123, Licensee is ordered to pay the $500 matrix penalty fee to the Department of Safety and Inspections in violation of Saint Paul Legislative Code § 310.01, § 310.03(m)(3), § 310.14, § 324.07(i), and Minnesota Statute § 461.12, subdivision 2.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

**AFFIDAVIT OF SERVICE BY U.S. MAIL**

Riddhi Mistry, being first duly sworn, deposes and says that on the fifteenth day of July she served the attached **NOTICE OF VIOLATION AND REQUEST FOR IMPOSITION OF $500 MATRIX PENALTY FOR AN UNDERAGE BUYER FAILURE** and a correct copy thereof in an envelope addressed as follows:

Seventh Street Liquor INC
d/b/a Seventh Street Liquor Barrel
665 7th St W
St Paul, MN 55102-3123
Attn: Duane Wienke

Duane Wienke
8517 28th Ave N
New Hope, MN 55427

Garry Minor
7951 Harvest Dr
Elko, MN 55020-8520

Julia McColley, Executive Director
West 7th/Fort Road Federation
395 West Superior Street
Saint Paul, MN 55102

(which is the last known address of said person) depositing the same, with postage prepaid, in the United States mail at St. Paul, Minnesota.

Riddhi Mistry

Subscribed and sworn to before me
This 15th day of July 2025

Notary Public

SHAWN L. MCDONALD
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

SAINT PAUL
CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
LYNDSEY M. OLSON, CITY ATTORNEY

Civil Division, 15 Kellogg Blvd. West, 400 City Hall
Saint Paul, MN 55102
Tel: 651-266-8755| Fax: 651-298-5619

July 15,2025

**NOTICE OF VIOLATION AND REQUEST FOR IMPOSITION OF $500 MATRIX PENALTY - UNDERAGE BUYER FAILURE**

Seventh Street Liquor INC
d/b/a Seventh Street Liquor Barrel
665 7th St W
St Paul, MN 55102-3123
**Attn: Duane Wienke**

RE: Tobacco Shop and Liquor Off Sale license held by Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrel for the premises located at 665 7th St W., in Saint Paul.
License ID #: 20120005702

Dear Licensee:

The Department of Safety and Inspections ("DSI") has recommended adverse action against the Tobacco Shop and Liquor Off Sale license held by Seventh Street Liquor INC ("Licensee"). Seventh Street Liquor Barrel located at 665 7th St W. ("Licensed Premises").

**Legal Basis for Action:**

Saint Paul Legislative Code §310.01, defines Adverse Action as:

"the revocation or suspension of a license, the imposition of conditions upon a license, the denial of an application for the grant, issuance or renewal of a license, the imposition of a fine, the assessment of the costs of a contested hearing, and any other disciplinary or unfavorable action taken with respect to a license, licensee, or applicant for a license. Adverse action includes any of the foregoing directed at one (1) or more licenses held by a licensee at any location in the city. Adverse action also includes disapproval of licenses issued by the state under statutory provisions which permit the governing body to disapprove the issuance of the license."

Saint Paul Legislative Code §324.07(i) prohibits the sale of tobacco products to a person under 21:

"No holder of a license issued under this chapter, nor any employee or agent of same may sell tobacco products to a person under the age of twenty-one (21) years. Sale to persons under the age of twenty-one (21) years is prohibited."



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Saint Paul Legislative Code §310.03 (m) 3 contains the Tobacco Presumptive Penalty Matrix and computation guidelines for tobacco related violations:

> 3.**Tobacco Presumptive Penalties Matrix** – *Tobacco Presumptive Penalties*. Penalties for convictions or violations are presumes to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exists substantial and compelling reasons making it more appropriate to do so.

| Type of Violation | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| (1) Sale to a person under twenty-one (21) years of age. | $500.00 fine | $1,000.00 fine | $2,000.00 fine and 7-day suspension | Revocation |

(a) Computation of time for violations under the tobacco presumptive penalties matrix. If a violation is not covered under this penalty matrix, the general presumptive penalty matric should be used. Except as otherwise provide by Minn. Stats. §461.12, subd. 2, subsequent tobacco violations are subject to the following:

Saint Paul Legislative Code §310.14 makes a licensee responsible for a violation by a clerk, employee, manager or agent of a licensee:

"Any act or conduct by any clerk, employee, manager or agent of a licensee, or by any person providing entertainment or working for or on behalf of a licensee, whether compensates or not, which act or conduct takes place either on the licensed premises or in any parking lot or other area adjacent to (or under the lease or control of) the licensed premises, and which act or conduct violates any state or federal statutes or regulations, or any city ordinance, must be considered to be and treated as the act of conduct of the licensee for the purpose of adverse action against all or any of the licenses held by such licensee. To the extent this section is in conflict with sections 409.14 and 410.09 of the Legislative Code, this section must be controlling and prevail; but must not otherwise amend, alter or affect such sections."

Minnesota Statute §461.12 Subd. 2 also sets minimum statutory penalties for the sale of tobacco to an underage person:



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"If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of $300 for the first violation. An administrative penalty of $600 must be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of $1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing."

**Adverse Action Recommendation:**

The Department of Safety and Inspections will recommend a $500.00 matrix penalty for violating Saint Paul Legislative Code § 310.01, §310.03 (m) 3 (1) (a), §310.14, §324.07(i), and Minnesota Statute §461.12 Subd. 2. This is due to failing the Underage Buyer Compliance Check.

**Factual basis for $500.00 matrix penalty:**

On May 14, 2025, at 10:09 a.m. DSI Inspector Luis Sanchez-Panadero, conducted a Tobacco Underage Buyers Compliance Check at Seventh Street Liquor INC d/b/a Seventh Street Liquor Barrel located at 665 7th St W. A nineteen-year-old male, retained by DSI to perform underage compliance checks, entered your store to purchase cigarettes. The clerk did not request his identification nor was he asked of his age. Nevertheless, the clerk sold him a pack of Marlboro Light cigarettes.

On May 16, 2025, a letter was sent to Seventh Street Liquor Barrel, Duane Wienke, and to Garry Minor., from DSI Inspector, Joseph Voyda. The letter informed you that you failed the state mandated underage tobacco check as (DSI), had recently conducted a State mandated annual inspection and the person under the age of 21, hired by DSI to conduct the check was able to purchase cigarettes. You were also informed to expect a Notice of Violation from the City Attorney's Office providing options on how to proceed with your adverse action.

You have four (4) options to proceed:

1. If you do not contest the imposition of the proposed adverse action, you may do nothing. If I have not heard from you by **July 25,2025,** I will presume that you have chosen not to contest the proposed



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adverse action and the matter will be placed on the City Council Consent agenda for imposition of the $500 matrix penalty.

2. You can pay the $500 matrix penalty. If this is your choice, you should make payment directly to the Department of Safety and Inspections, at 375 Jackson Street, Ste. 220, St. Paul, Minnesota 55101-1806 no later than **July 25,2025**, please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty, you may have a hearing before the Saint Paul City Council. You will need to send me a letter with a statement admitting to the facts and requesting a Council hearing no later than **July 25,2025,** the matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty. You will have an opportunity to appear before the Council and make a statement on your own behalf.

4. If you dispute the facts outlined above, you may request a hearing before an Administrative Law Judge (ALJ). You will need to send me a letter disputing the facts and requesting an administrative hearing no later than **July 25,2025**. At that hearing both you and the City will appear and present witnesses, evidence and cross-examine each other's witnesses. After receipt of the ALJ's report (usually within 30 days), a hearing will need to be scheduled. At that time, the City Council will decide whether to adopt, modify or reject the ALJ's report and recommendation.

Please note: If you choose an administrative hearing, the Department of Safety and Inspections reserves the right to request that City Council impose the costs of the administrative hearing per Saint Paul Legislative Code § 310.03 (k).

**If you have not contacted me by July 25,2025, I will assume that you do not contest the imposition of the $500 matrix penalty. In that case, the matter will be placed on the City Council Consent Agenda for approval of the recommended penalty.**

If you have questions about these options, please contact my Paralegal Riddhi Mistry at riddhi.mistry@ci.stpaul.mn.us , (651) 266-8835.

Sincerely,

/s/
Therese Skarda
Assistant City Attorney
License No.: 0240989



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Saint Paul, MN 55102
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Cc: Duane Wienke, 8517 28th Ave N., New Hope, MN 55427
Garry Minor, 7951 Harvest Dr., Elko, MN 55020-8520
Julia McColley, Executive Director, West 7th/Fort Road Federation, 395 West Superior Street, Saint Paul, MN 55102

Attachments: Inspector's Report – 05/14/2025
Tobacco Underage Buyer Compliance Check Form – 05/14/2025
Letter from Inspector, Joseph Voyda to Seventh Street Liquor Barrel – 05/16/2025
Letter from Inspector, Joseph Voyda to Duane Wienke – 05/16/2025
Letter from Inspector, Joseph Voyda to Garry Minor– 05/16/2025
License Group Comments Text – 07/08/2025
Photo Evidence
Saint Paul Legislative Code §310.01
Saint Paul Legislative Code §310.03 (m) 3 (1) (a),
Saint Paul Legislative Code §310.14
Saint Paul Legislative Code §324.07(i)
Minnesota Statute §461.12 Subd.



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SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

# Tobacco Underage Buyers Compliance Check Inspector's Report

Inspectors Name: Luis Sanchez-Panadero Date & Time: 5/14/2025

Doing Business As/DBA Name: SEVENTH STREET LIQUOR BARREL

Property Address: 665 7TH ST W ST PAUL, MN 55102-3123

Reason for Visit: State mandatory tobacco compliance inspection

Photos Taken: ☑ Yes ☐ No – Area(s) of where the Photo(s) where taken: Tobacco product and amount spent

Details, Notes and Observations of Inspection:

On 5/14/2025 at 10:09 a.m, while conducting a State mandated underage buyer check for tobacco inspection, located at 665 7th St W Saint Paul, Minnesota 55102. I instructed the trained underage buyer to enter the licensed business in an attempt to purchase of a pack of Marlboro lights cigarettes. The underage buyer was given a twenty-dollar ($20) bill for the attempted tobacco purchase. I observed the underage buyer enter the front entrance.

I observed the underage buyer leave the licensed establishment with a pack of Marlboro lights cigarettes The underage buyer reported back to me that the licensed business failed the State mandated tobacco compliance check. I asked the underage buyer if the clerk asked for their age, underage buyer responded with no. I asked if the clerk requested their identification, underage buyer responded with no, the clerk sold to me anyways, I asked the underage buyer the description and gender of the clerk, race, facial hair, hair color, approximate height, weight and if the clerk had a name tag on. After documenting the above-mentioned questions and answers on the inspection form. I took photos of the tobacco product and the amount spent, this transaction was in the amount of thirteen dollars ($13.00).



Continued on Page 2

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

May 16, 2025

SEVENTH STREET LIQUOR BARREL
665 7TH ST W
ST PAUL, MN 55102-3123

**Underage Buyer Tobacco Compliance Check**
**RE: 665 7TH ST W - DBA: SEVENTH STREET LIQUOR BARREL - License ID 20120005702**

SEVENTH STREET LIQUOR BARREL,

This letter is to inform you that the Department of Safety and Inspections (DSI) recently conducted a State mandated annual inspection in the attempt to purchase of tobacco products to persons under the age of 21 hired by DSI in accordance with State Statutes 461.12.

As a result, your tobacco licensed location has **Failed** the underage buyer attempted purchase of tobacco.

These mandated inspections consist of an underage buyer between the ages of 17 and 20 entering licensed establishments in attempting to purchase tobacco products or tobacco related devices as defined in State Statutes Section 609.685 and in the City of Saint Paul Legislative Code Section 324.

Details of the attempted purchase:
On 5/14/2025 at 10:09 a.m., a pack of Marlboro Lights Cigarettes was successfully purchased from the clerk on duty. The clerk on duty was a Latino male who was wearing a black mask, a long black sleeved shirt, was described as having short black hair and being short in stature.

In the weeks to come, you should expect a Notice of Violation mailed to you by the City of Saint Paul Attorney's Office with options. Typically, violations for the sale of tobacco products to an underage buyer is a $500 for the first offence, $1,000 for the Second, $2,000 with a seven (7) day suspension and up to revocation of tobacco license within the three (3) years of the first offense.

Questions or regulatory information regarding annual underage tobacco compliance checks, you may contact me directly at phone number 651-266-9014.

Joseph Voyda
DSI Licensing Inspector

**C: GARRY MINOR - 7951 HARVEST DR ELKO MN 55020-8520**

**SEVENTH STREET LIQUOR INC Attn: Duane Wienke - 8517 28th Ave N New Hope, MN 55427**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

May 16, 2025

SEVENTH STREET LIQUOR INC
Attn: Duane Wienke
8517 28th Ave N
New Hope, MN 55427

**Underage Buyer Tobacco Compliance Check**
**RE: 665 7TH ST W - DBA: SEVENTH STREET LIQUOR BARREL - License ID 20120005702**

Attn: Duane Wienke,

This letter is to inform you that the Department of Safety and Inspections (DSI) recently conducted a State mandated annual inspection in the attempt to purchase of tobacco products to persons under the age of 21 hired by DSI in accordance with State Statutes 461.12.

As a result, your tobacco licensed location has **Failed** the underage buyer attempted purchase of tobacco.

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Joseph Voyda
DSI Licensing Inspector

**C: SEVENTH STREET LIQUOR BARREL - 665 7TH ST W ST PAUL, MN 55102-3123**

**GARRY MINOR - 7951 HARVEST DR ELKO MN 55020-8520**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

May 16, 2025

GARRY MINOR
7951 HARVEST DR
ELKO MN 55020-8520

**Underage Buyer Tobacco Compliance Check**
**RE: 665 7TH ST W - DBA: SEVENTH STREET LIQUOR BARREL - License ID 20120005702**

GARRY MINOR,

This letter is to inform you that the Department of Safety and Inspections (DSI) recently conducted a State mandated annual inspection in the attempt to purchase of tobacco products to persons under the age of 21 hired by DSI in accordance with State Statutes 461.12.

As a result, your tobacco licensed location has **Failed** the underage buyer attempted purchase of tobacco.

These mandated inspections consist of an underage buyer between the ages of 17 and 20 entering licensed establishments in attempting to purchase tobacco products or tobacco related devices as defined in State Statutes Section 609.685 and in the City of Saint Paul Legislative Code Section 324.

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Joseph Voyda
DSI Licensing Inspector

**C: SEVENTH STREET LIQUOR BARREL - 665 7TH ST W ST PAUL, MN 55102-3123**

**SEVENTH STREET LIQUOR INC Attn: Duane Wienke - 8517 28th Ave N New Hope, MN 55427**

**Licensee:** SEVENTH STREET LIQUOR INC

**DBA:** SEVENTH STREET LIQUOR BARREL

**License #:** 20120005702

5/16/2025 tobacco compliance fail letter sent. LSP
05/14/2025 Tobacco compliance check- failed LSP
10/11/2024 Tobacco compliance check- Pass. AYV/LS
9/13/2023 Tobacco compliance check passed. AYV
12/9/2022 Underage buyers tobacco compliance check- Pass AYV
08/03/2021 Rec'd $300.00 for fine payment. LAB
08/02/2021 Rcvd $50.00 from Cesaria Deleon, Clerk, for cig sales violation. AMW
7/1/2021 Sent to the CAO for AA for a $200 + $50 fine JNV
6/23/2021 Youth compliance check fail JNV
6/12/2019 Youth Compliance Check Pass JNV
04/12/2019 Flavor and Price Compliance Check: Passed. DC
8/7/2018 Tobacco youth compliance check-Pass JNV
4/30/2018 Menthol education / inspection Pass JNV
08/31/2017 pased tobacco compliance recheck BLB
03/07/2017 failed tobacco compliance check BLB / DHS grant, no fines
07/27/2016 passed tobacco compliance check BLB
07/08/2015 Passed Tobacco Comp check BLB/TF
12/23/14 Passed tobacco compliance check. AAJ
10/18/2013 Passed tobacco compliance check. PF
09/27/2013 2013-7% Liquor Discount applied to full paid fee. $76.00 refund submitted. LAB
09/26/2013 Took alcohol awareness training on 09/23/2013. CAR
09/05/2013 Sent failure warning letter with Awareness date of 09/30/2013. Liquor compliance check done by SPPD on 08/15/2013. ML
08/15/2013 CN13174383 indicates that lthe establishment failed an alcohol compliance check conducted by SPPD. First failure. Must take alcohol awareness training by 09/30/2013. CAR
02/28/2013 Licenses were prorated 4 months to expire with liquor liability. Authorized adjustment made and $1,072.00 refund left on account to be applied to renewal fees which will invoice May 2013. LAB
01/22/2013 EH fee paid. JWF
12/24/2012 Rcvd. signed cond. affidavit. JWF
12/17/2012 License notification sent, 87M/35EM, response date 02/01/2012. JWF

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

## Tobacco Underage Buyers Compliance Check Inspection Form

☐ Pass ☒ Fail

Route Number 7
20120005702
Tobacco Shop

SEVENTH STREET LIQUOR BARREL
665 7TH ST W
ST PAUL, MN 55102-3123

**Business Type:**
☐ Convenience ☐ Convenience/Gas ☐ Gas Station ☐ Drug Store / Pharmacy ☐ Tobacco Products Shop
☐ Supermarket/Grocery ☐ General Merchant ☒ Liquor Store/Bar Restaurant ☐ Other (private club, bowling, etc.)

**Inspector: Luis Sanchez-Panadero** (Name) Date: 5 / 14 / 2025 (MM DD YY) Time: 10 :09 ☒ am ☐ pm

**Was purchase attempted?** ☒ Yes ☐ No

**If NO, check reason:**
☐ Does not sell tobacco ☐ Unsatisfactory/unsafe conditions
☐ After business hours ☐ Out of business
☐ Not applicable ☐ Other _____

**Underage Buyer:** [redacted] (Name) 19 (Age) Male (Gender) **Did the Inspector or Officer view transaction?** ☐ Yes ☐ No

**Was sale made?** ☒ Yes ☐ No

**Was age asked?** ☐ Yes ☒ No

**Was ID requested?** ☐ Yes ☒ No

**Was ID shown?** ☐ Yes ☒ No

**Type of product:** **Amount spent:** $13.00
☐ Cigarettes: Marlboro lights ☐ Smokeless: _____ ☐ Cigars: _____
☐ Shisha: _____ ☐ E-juice: _____ ☐ THC/Delta: _____
☐ Other (cigarette papers, lighter, etc.): _____

**Clerk Information: Gender:** M **Approximate Age:** ☒ 18 or ☐ Under 18 **Actual age if known** _____

Name of Clerk if known: _____ Description/Notes: Latino, blck mask, short black hair, short-height, long blue sleeves

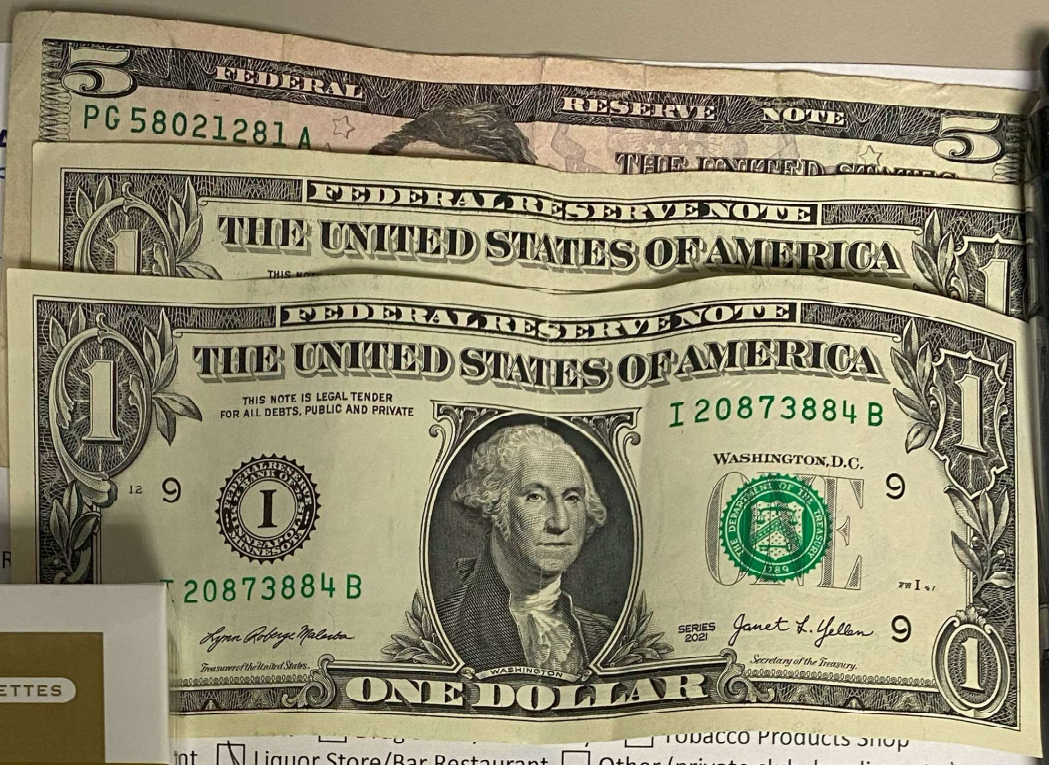
SAINT PA
SAFETY & INSPEC

Route Number 7
20120005702
Tobacco Shop

SEVENTH STREET LIQUOR BARR
665 7TH ST W
ST PAU

Busines
☐ Con
☐ Sup




☐ Tobacco Products Shop
☒ Liquor Store/Bar Restaurant ☐ Other (private club, bowling, etc.)

Inspect

Date: 5 / 14 / 2025 (MM DD YY) Time: 10 : 09 ☒ am ☐ pm

Was pu
☒ Y

Check reason:
☐ s not sell tobacco
☐ r business hours
☐ applicable
☐ Unsatisfactory/unsafe conditions
☐ Out of business
☐ Other _____

Underag

19 Age | Male Gender | Did the Inspector or Officer view transaction? ☐ Yes ☐ No

Was sale made? ☒ Yes ☐ No
Was age asked? ☐ Yes ☒ No
Was ID requested? ☐ Yes ☒ No
Was ID shown? ☐ Yes ☒ No

Type of product:
Amount spent: $13.00
☒ Cigarettes: Marlboro lights ☐ Smokeless: _____ ☐ Cigars: _____
☐ Shisha: _____ ☐ E-juice: _____ ☐ THC/Delta: _____
☐ Other (cigarette papers, lighter, etc.): _____

Clerk Information: Gender: M Approximate Age: ☒ 18 or ☐ Under 18 Actual age if known _____

Name of Clerk if known: _____ Description/Notes: Latino, blck mask, short black hair, short-height, long blue sleeves

CITY OF SAINT PAUL
MELVIN CARTER, MAYOR

AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

STPAUL.GOV

## Ordinance & State Statutes Violations

**Sec. 324.07. Sales prohibited.**

(i) No holder of a license issued under this chapter, nor any employee or agent of same may sell tobacco products to a person under the age of twenty-one (21) years. Sale to persons under the age of twenty-one (21) years prohibited.

**Sec. 310.03. Hearing procedures.**

(m) *Presumptive penalties for certain violations*. The purpose of this section is to establish a standard by which the city council determines the amount of fines, the length of license suspensions and the propriety of revocations, the general presumptive penalty matrix applies to all license types, except that in the case of a violation involving a liquor license the penalty matrix for intoxicating liquor; nonintoxicating malt liquor applies and for a violations involving tobacco, the penalty matrix for tobacco applies. These penalties are presumed to be appropriate for every case; however the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate.

3. **Tobacco presumptive penalties matrix.**

*Tobacco presumptive penalties.* Penalties for convictions or violations are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate (unless specified, numbers below indicate consecutive days' suspension):

| Type of Violation | Appearance | | | |
|---|---|---|---|---|
| | 1st | 2nd | 3rd | 4th |
| (1) Sale to a person under twenty-one (21) years of age | $500.00 fine | $1000.00 fine | $2,000.00 fine and 7-day suspension | Revocation |

*(a) Computation of time for violations under the tobacco presumptive penalties matrix.* If a violation is not covered under this penalty matrix, the general presumptive penalty matrix should be used. Except as otherwise provided by Minn. Stats. § 461.12, subd. 2, subsequent tobacco violations are subject to the following:

**Sec. 310.14. Licensee's responsibility.**

Any act or conduct by any clerk, employee, manager or agent of a licensee, or by any person providing entertainment or working for or on behalf of a licensee, whether compensated or not, which act or conduct takes place either on the licensed premises or in any parking lot or other area adjacent to (or under the lease or control of) the licensed premises, and which act or conduct violates any state or federal statutes or regulations, or any city ordinance, must be considered to be and treated as the act or conduct of the licensee for the purpose of adverse action against all or any of the licenses held by such licensee. To the extent this section is in conflict with sections 409.14 and 410.09 of the Legislative Code, this section must be controlling and prevail; but must not otherwise amend, alter or affect such sections.

## State Statutes Violations

**461.12 MUNICIPAL LICENSE OF TOBACCO, TOBACCO-RELATED DEVICES, AND SIMILAR PRODUCTS.**
Subd. 2. Administrative penalties for sales and furnishing; licensees. If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of $300 for the first violation. An administrative penalty of$600 must be imposed for a second violation at the same location within 36 month after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of $1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Sec. 310.01. - Definitions.

For the purposes of this chapter, any chapter of the Legislative Code pertaining to licenses as hereinafter mentioned, and subsequently enacted ordinances establishing or relating to the requirements for Class R for routinely issued licenses, Class T for temporary licenses and Class N for licenses in which neighbors are required to be notified, under authority of the City of Saint Paul, the terms defined in this section have the following meanings:

*Adverse action* means the revocation or suspension of a license, the imposition of conditions upon a license, the denial of an application for the grant, issuance or renewal of a license, the imposition of a fine, the assessment of the costs of a contested hearing, and any other disciplinary or unfavorable action taken with respect to a license, licensee, or applicant for a license. Adverse action includes any of the foregoing directed at one (1) or more licenses held by a licensee at any location in the city. Adverse action also includes disapproval of licenses issued by the state under statutory provisions which permit the governing body to disapprove the issuance of the license.

*Bond* means a bond meeting the requirements of section 310.05 and indemnifying the city against all claims, judgments or suits caused by, resulting from or in connection with any licensed business, activity, premises, thing, facility, occurrence or otherwise under these chapters.

*Building official* means the official in the department of safety and inspections charged with the responsibility of enforcement of the building code.

*Chapters* and *these chapters* mean this uniform license ordinance, any chapter of the Legislative Code pertaining to licenses as hereinafter mentioned, and subsequently enacted ordinances establishing or relating to the requirements for class R, class T, and class N licenses under authority of the city.

*Class R licenses* means those licenses and certain permits which can be issued by the director without council approval if no conditions are imposed upon the license and which do not require a hearing if there is an objection. Class R Licenses follow the Procedures for Application for the Grant or Issuance of a License, New Application Investigation and Review, Application Denial, Notice, Levels of Approval, Objections, and Renewal Procedures laid out in Section 310.02(1). The following licenses are so classified, and the numbers shown opposite them correspond to the chapters in the Legislative Code pertaining to each license:

| **Business Licenses** | **Fee** | **Class** | **Ordinance/ Legislative Code** |
|---|---|---|---|
| **CLASS R** | | | |

| | | | |
|---|---|---|---|
| Agricultural Vehicle Permit | $23.00 | R | 165 |
| Amusement Rides—Annual | $85.00 | R | 317 |
| Animal Boarding (Commercial) | $83.00 | R | 348 |
| Animal Boarding (Home Occupation) | $83.00 | R | 348 |
| Animal Day Care (Commercial) | $83.00 | R | 348 |
| Animal Day Care (Home Occupation) | $83.00 | R | 348 |
| Animal Foods Manufacturing and Distribution | $85.00 | R | 316 |
| Bituminous Contractor | $210.00 | R | 320 |
| Bowling Centers | $210.00 | R | 426 |
| Building Contractors | $210.00 | R | 326 |
| Building Trade Business License | $188.00 | R | 369 |
| Building Trades Certificate of Competency | $24.00 | R | 370 |
| Bulk Oil Storage | $210.00 | R | 342 |
| Christmas Tree Sales | $85.00 | R | 323 |
| Commercial Vehicle | $78.00 | R | 158 |
| Commercial Vehicle—Exempt | $0.00 | R | 158 |
| Courtesy Bench | $26.00 | R | 127 |
| Courtesy Benches Transfer | $17.00 | R | 127 |
| Finishing Shop | $85.00 | R | 371 |

| | | | |
|---|---|---|---|
| Game Room | $210.00 | R | 406 |
| House Sewer Contractor | $210.00 | R | 338 |
| Laundry/Dry-cleaning Plant | $210.00 | R | 327 |
| Laundry/Dry-cleaning Pick Up Station | $85.00 | R | 327 |
| Lawn Fertilizer and Pesticide Applicator | $85.00 | R | 377 |
| Liquid Fuel Dealer | $210.00 | R | 332 |
| Liquid Fuel Dealer Vehicle | $85.00 | R | 332 |
| Liquor Catering (State Cater/City Liq) | $192.00 | R | 409 |
| Mechanical Amusement Device | $21.00 | R | 318 |
| Massage Center—A (1 Practitioner) | $100.00 | R | 414 |
| Massage Center—A (Commercial) | $262.00 | R | 412 |
| Massage Center—B (Home Location) | $106.00 | R | 412 |
| Massage Practitioner | $106.00 | R | 414 |
| Massage Practitioner-Additional Location | $31.00 | R | 412 |
| Mercantile Broker | $85.00 | R | 340 |
| Mobile Retail Vehicle | $85.00 | R | 346 |
| Pedal Car | $118.00 | R | 374 |
| Pedal Car Business | $352.00 | R | 374 |
| Pedal Car Driver | $51.00 | R | 374 |

| | | | |
|---|---|---|---|
| Peddler | $85.00 | R | 345 |
| Peddler—Fee Waived | $0.00 | R | 345 |
| Pedicab Driver | $51.00 | R | 374 |
| Pedicab Vehicle | $113.00 | R | 374 |
| Pest Control | $210.00 | R | 334 |
| Pet Grooming Facility | $85.00 | R | 382 |
| Pet Shop | $210.00 | R | 347 |
| Pool & Billiard Hall | $210.00 | R | 322 |
| Recycling Collection Center | $210.00 | R | 408 |
| Recycling Processing Center | $958.00 | R | 408 |
| Rental of Hospital Equipment | $85.00 | R | 350 |
| Rental of Hospital Equip-Vehicle | $85.00 | R | 350 |
| Rental of Kitchenware | $85.00 | R | 351 |
| Roller Rink | $85.00 | R | 353 |
| Sanitary Disposal Vehicle | $405.00 | R | 354 |
| Second-Hand Dealer | $85.00 | R | 355 |
| Second-Hand Dealer (Comp/Elec) | $85.00 | R | 355 |
| Second-Hand Dealer (Antiques/Comp/Elec) | $85.00 | R | 356 |
| Second-Hand Dealer (Antiques) | $85.00 | R | 355 |

| | | | |
|---|---|---|---|
| Second Hand Dealer—Motor Vehicle Parts | $507.00 | R | 355 |
| Second-Hand Dealer—Multiple Dealers | $405.00 | R | 355 |
| Short-Term Rental (Non-Owner Occupied) | $45.00 | R | 379 |
| Short-Term Rental (Owner Occupied) | $45.00 | R | 379 |
| Short-Term Rental Platform | $11,181.00 | R | 379 |
| Sidewalk Cafe | $40.00 | R | 106 |
| Sidewalk Contractor | $210.00 | R | 356 |
| Solicitor | $85.00 | R | 345 |
| Solid Fuel Dealer | $210.00 | R | 333 |
| Solid Fuel Dealer Vehicle | $85.00 | R | 333 |
| Solid Waste Hauler & Vehicle | $405.00 | R | 357 |
| Solid Waste Hauler (Ea Add'l Veh) | $85.00 | R | 357 |
| Solid Waste Transfer Station | $1,913.00 | R | 357 |
| Sound Trucks & Broadcast Vehicle | $85.00 | R | 359 |
| Swimming Pool—Public | $405.00 | R | 360 |
| Tanning Facility | $106.00 | R | 380 |
| Taxicab Driver | $51.00 | R | 376 |
| Taxicab Vehicle | $469.00 | R | 376 |
| Taxicab Vehicle (Reciprocity Event) | $37.00 | R | 376 |

| | | | |
|---|---|---|---|
| Taxicab Service Company | $456.00 | R | 376 |
| Theaters and Movie Theaters | $210.00 | R | 416 |
| Tire Recapping Plant | $85.00 | R | 372 |
| Tobacco Products Shop | $535.00 | R | 324 |
| Tobacco Shop | $535.00 | R | 324 |
| Tow Truck/Wrecker (Operator) | $405.00 | R | 361 |
| Tow Truck/Wrecker (Vehicle) | $85.00 | R | 361 |
| Trade Worker Registration—Tier 1 | $37.00 | R? | 370 |
| Trade Worker Registration—Tier 2 | $70.00 | R | 370 |
| Trade Worker Registration—Tier 3 | $59.00 | R | 370 |
| Trailer Rental | $210.00 | R | 352 |
| Tree Trimmer & 1 Vehicle | $210.00 | R | 362 |
| Tree Trimmer—Each Add'l Vehicle | $85.00 | R | 362 |
| Vehicle Immobilization Service | $405.00 | R | 383 |
| Veterinary Hospital | $210.00 | R | 364 |
| Window Cleaning | $210.00 | R | 365 |
| Wrecking of Buildings | $65.00 | R | 368 |

*Class T licenses* means those licenses which can be approved or denied by the director, if no conditions are imposed upon the license and which do not require a hearing if there is an objection. Class T Licenses follow the Procedures for Application for the Grant or Issuance of the License, New Application Investigation

and Review, Application Denial, Notice, Levels of Approval, Objections, and Renewal Procedures laid out in Section 310.02(3). The following licenses are so classified, and the numbers shown opposite them correspond to the chapters in the Legislative Code pertaining to each license:

| Business Licenses | Fee | Class | Ordinance/ Legislative Code |
|---|---|---|---|
| **CLASS T** | | | |
| Amusement Rides—Temporary | $32.00 | T | 317 |
| Bingo/Rfls/P-Tabs/Tpbrds/Pdlwhls | $59.00 | T | 402 |
| Close Out Sale | $85.00 | T | 325 |
| Entertainment—Temporary | $35.00 | T | 411 |
| Liquor Catering (State Cater Only) | $59.00 | T | 409 |
| Liquor—Extension of Service Area | $68.00 | T | 410 |
| Liquor—Under Age Access (Temporary) | $35.00 | T | 409 |
| Liquor On Sale—Temporary | $59.00 | T | 409 |
| Malt On Sale (3.2)—Temporary | $59.00 | T | 410 |
| Massage Practitioner—Temporary | $50.00 | T | 412 |
| Second Hand Dealer—Exhibition | $210.00 | T | 355 |
| Tag Days | $26.00 | T | 391 |
| Temp On Sale Malt Brewery/Distillery | $59.00 | T | 410 |
| Transient Merchant | $85.00 | T | 345 |

| | | | |
|---|---|---|---|
| Wine On Sale-Temporary | $59.00 | T | 409 |
| Winery Annual Festival—Temporary | $59.00 | T | 409 |

*Class N licenses* means those licenses which must be approved or denied by the council. Class N Licenses follow the Procedures for Application for the Grant or Issuance of the License, New Application Investigation and Review, Application Denial, Notice, Levels of Approval, Objections, and Renewal Procedures laid out in Section 310.02(2). The following licenses are so classified, and the numbers shown opposite them correspond to the chapters in the Legislative Code pertaining to each license:

| **Business Licenses** | **Fee** | **Class** | **Ordinance/ Legislative Code** |
|---|---|---|---|
| **CLASS N** | | | |
| Auto Body Repair Shop | $507.00 | N | 423 |
| Auto Body Repair/Painting Shop | $507.00 | N | 423 |
| Auto Repair Garage | $507.00 | N | 423 |
| Bingo Hall | $229.00 | N | 403 |
| Cabaret—Class A | $210.00 | N | 322 |
| Cabaret—Class B | $210.00 | N | 426 |
| Conversation/Rap Parlor(A) | $405.00 | N | 413 |
| Conversation/Rap Parlor (B) | $405.00 | N | 413 |
| Culinary On Sale—Wine/Malt | $255.00 | N | 409 |
| Dance or Rental Halls | $497.00 | N | 405 |

| | | | |
|---|---|---|---|
| Dance Halls—Exempt | $0.00 | N | 405 |
| Entertainment—Extension | $0.00 | N | 411 |
| Entertainment (A) | $278.00 | N | 411 |
| Entertainment (B) | $672.00 | N | 411 |
| Entertainment (C) | $3,191.00 | N | 411 |
| Firearms | $405.00 | N | 225 |
| Gambling Hall | $445.00 | N | 278 |
| Gambling Location | $84.00 | N | 225 |
| Gas Station | $154.00 | N | 424 |
| Health/Sport Club | $405.00 | N | 427 |
| Health/Sport Club—Adult | $405.00 | N | 427 |
| Health/Sport Club-Exercise Only Facility | $405.00 | N | 427 |
| Infectious Waste Processing Facility | $1,913.00 | N | 427 |
| Liquor-Extension of Service Hours | $405.00 | N | 409 |
| Liquor—Microdistillery Cocktail Room | $712.00 | N | 409 |
| Liquor—Off Sale Micro Distillery | $205.00 | N | 409 |
| Liquor Off Sale | $1,500.00 | N | 409 |
| Liquor On Sale—100 seats or less | $5,361.00 | N | 409 |
| Liquor On Sale—101-180 Seats | $5,937.00 | N | 409 |

| | | | |
|---|---|---|---|
| Liquor On Sale—181-290 Seats | $6,360.00 | N | 409 |
| Liquor On Sale—291 or more Seats | $6,448.00 | N | 409 |
| Liquor On Sale—2 AM Closing | $59.00 | N | 409 |
| Liquor On Sale—Exempt | $0.00 | N | 409 |
| Liquor On Sale—Over 100 seats (B) | $5,022.00 | N | 409 |
| Liquor On Sale—Over 200 seats (A) | $5,454.00 | N | 409 |
| Liquor On Sale—Sunday | $200.00 | N | 409 |
| Liquor On Sale—Sunday—Exempt | $0.00 | N | 409 |
| Liquor On Sale—Theater | $1,914.00 | N | 409 |
| Liquor On Sale—Additional Family Members | $62.00 | N | 409 |
| Liquor On Sale (Government Agencies) | $0.00 | N | 409 |
| Liquor On Sale (Small Brewery—128 oz) | $30.00 | N | 409 |
| Liquor On Sale-Club under 200 Mbrs—A | $300.00 | N | 409 |
| Liquor On Sale-Club 201-500 Mbrs—B | $500.00 | N | 409 |
| Liquor On Sale-Club 501-1000 Mbrs—C | $650.00 | N | 409 |
| Liquor On Sale-Club 1001-2000 Mbrs—D | $800.00 | N | 409 |
| Liquor On Sale-Club 2001-4000 Mbrs—E | $1,000.00 | N | 409 |
| Liquor On Sale-Club 4001-6000 Mbrs—F | $2,000.00 | N | 409 |
| Liquor On Sale-Club over 6000 Mbrs—G | $3,000.00 | N | 409 |

| | | | |
|---|---|---|---|
| Liquor-Outdoor Service Area (Patio) | $85.00 | N | 409 |
| Liquor-Outdoor Service Area (Sidewalk) | $40.00 | N | 409 |
| Malt Off Sale (Brewery) | $205.00 | N | 410 |
| Malt Off Sale (Growler) | $205.00 | N | 410 |
| Malt Off Sale | $225.00 | N | 410 |
| Malt On Sale (3.2) | $712.00 | N | 410 |
| Malt On Sale (3.2)—Fee Waived | $0.00 | N | 410 |
| Malt On Sale (3.2)—2 AM Closing | $0.00 | N | 410 |
| Malt On Sale (Brewery Taproom) | $712.00 | N | 410 |
| Malt On Sale (Strong) | $712.00 | N | 410 |
| Massage Center—C (Adult) | $405.00 | N | 412 |
| Mini Motion Picture Theater-Adult (C) | $405.00 | N | 415 |
| Minnesota Currency Exchange | $405.00 | N | 381 |
| Motor Vehicle Dealer—New Vehicles | $405.00 | N | 401 |
| Motor Vehicle Salvage Dealer | $405.00 | N | 422 |
| Motorcycle Dealer | $210.00 | N | 401 |
| Parking Lot | $405.00 | N | 417 |
| Parking Lot/Parking Ramp | $405.00 | N | 417 |
| Parking Ramp (Government) | $0.00 | N | 417 |

| | | | |
|---|---|---|---|
| Parking Ramp | $405.00 | N | 417 |
| Parking Ramp/Garage (Private) | $396.00 | N | 417 |
| Pawn Shop | $3,191.00 | N | 344 |
| Second Hand Dealer—Motor Vehicle | $507.00 | N | 344 |
| Steam Room/Bath House (A) | $405.00 | N | 428 |
| Steam Room/Bath House (B)—Adult | $405.00 | N | 428 |
| Theaters and Movie Theaters-Drive In | $210.00 | N | 416 |
| Transportation Network Company | $41,115.00 | N | 373 |
| Wine On Sale | $2,000.00 | N | 409 |
| Wine On Sale (Government Agencies) | $0.00 | N | 409 |

*Department* means the department of safety and inspections.

*Director* means the director of the department of safety and inspections and/or the director's designee or designees.

*Fee* means and includes both the license fee and application fee unless otherwise provided.

*License* means and includes all licenses and permits provided for or covered by these chapters.

License also includes licenses issued by the state under statutory provisions which permit the governing body to disapprove the issuance of such licenses, for the purposes of making procedures in chapter 310 of the Legislative Code applicable to the approval or disapproval of such licenses.

*Class N License District Council Notification Form* means the form, provided by the Department to the license applicant as part of the Class N License application packet, which must be mailed or personally delivered to the district council by the license/applicant prior to the submission of the application for a license.

*Person* means and includes any person, firm, corporation, partnership, company, organization, agency, club or any group or association thereof. It shall also include any executor, administrator, trustee, receiver or other representative appointed by law.

*Zoning administrator* means the official in the department of safety and inspections charged with responsibility for enforcement of the zoning code.

(Ord 22-46, § 2, 11-9-22; Ord 23-32, § 2, 9-6-23)

Sec. 310.03. - Hearing procedures.

(a) *Adverse action; notice and hearing requirements*. In any case where the council may or intends to consider any adverse action, including the revocation or suspension of a license, the imposition of conditions upon a license, or the denial of an application for the grant, issuance or renewal of a license, or the disapproval of a license issued by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard as provided herein. The council may consider such adverse actions when recommended by the director, by the director of any executive department established pursuant to Chapter 9 of the Charter, by the city attorney or on its own initiative.

(b) *Notice.* In each such case where adverse action is or will be considered by the council, the applicant or licensee must be notified in writing that adverse action may be taken against the license or application, and that they are entitled to a hearing before action is taken by the council. The notice must be served or mailed a reasonable time before the hearing date, and must state the place, date and time of the hearing. The notice must state the issues involved or grounds upon which the adverse action may be sought or based. The council may request that such written notice be prepared and served or mailed by the director or by the city attorney.

(c) *Hearing.* Where there is no dispute as to the facts underlying the violation or as to the facts establishing mitigating or aggravating circumstances, the hearing must be held before the council. Otherwise the hearing must be conducted before a hearing examiner appointed by the council or retained by contract with the city for that purpose. The applicant or the licensee must be provided an opportunity to present evidence and argument as well as meet adverse testimony or evidence by reasonable cross-examination and rebuttal evidence. The hearing examiner may in its discretion permit other interested persons the opportunity to present testimony or evidence or otherwise participate in such hearing.

(c-1) *Procedure; hearing examiner.* The hearing examiner will hear all evidence as may be presented on behalf of the city and the applicant or licensee, and must present to the council written findings of fact and conclusions of law, together with a recommendation for adverse action.

The council will consider the evidence contained in the record, the hearing examiner's recommended findings of fact and conclusions, and may not consider any factual testimony not previously submitted to and considered by the hearing examiner. After receipt of the hearing examiner's findings, conclusions, and recommendations, the council must provide the applicant or licensee an opportunity to present oral or written arguments alleging error on the part of the examiner in the application of the law or interpretation of the facts, and to present argument related to the recommended adverse action. Upon conclusion of that hearing, and after considering the record, the examiner's findings and recommendations,

together with such additional arguments presented at the hearing, the council must determine what, if any, adverse action should be taken, which action must be by resolution. The council may accept, reject or modify the findings, conclusions and recommendations of the hearing examiner.

(c-2) *Ex-parte contacts.* If a license matter has been scheduled for an adverse hearing, council members shall not discuss the license matter with each other or with any of the parties or interested persons involved in the matter unless such discussion occurs on the record during the hearings of the matter or during the council's final deliberations of the matter. No interested person shall, with knowledge that a license matter has been scheduled for adverse hearing, convey or attempt to convey, orally or in writing, any information, argument or opinion about the matter, or any issue in the matter, to a council member or his or her staff until the council has taken final action on the matter; provided, however, that nothing herein will prevent an inquiry or communications regarding status, scheduling or procedures concerning a license matter. An interested person, for the purpose of this paragraph, means and includes a person who is an officer or employee of the licensee which is the subject of the scheduled adverse hearing, or a person who has a financial interest in such licensee.

(d) *Licensee or applicant may be represented.* The licensee or applicant may represent himself or choose to be represented by another.

(e) *Record; evidence.* The hearing examiner shall receive and keep a record of such proceedings, including testimony and exhibits, and shall receive and give weight to evidence, including hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

(f) *Council action, resolution to contain findings.* Where the council takes adverse action with respect to a license, licensee or applicant for a license, the resolution by which such action is taken must contain its findings and determination, including the imposition of conditions, if any. The council may adopt all or part of the findings, conclusions and recommendations of the hearing examiner, and incorporate the same in its resolution taking the adverse action.

(g) *Additional procedures where required.* Where the provisions of any statute or ordinance require additional notice or hearing procedures, such provisions must be complied with and supersede inconsistent provisions of these chapters. This includes, without limitation by reason of this specific reference, Minn. Stats., Chapter 364 and Minn. Stats., § 340A.415.

(h) *Discretion to hear notwithstanding withdrawal or surrender of application or license.* The council may, at its discretion, conduct a hearing or direct that a hearing be held regarding revocation or denial of a license, notwithstanding that the applicant or licensee has attempted or purported to

withdraw or surrender said license or application, if the attempted withdrawal or surrender took place after the applicant or licensee had been notified of the hearing and potential adverse action.

(i) *Continuances.* Where a hearing for the purpose of considering revocation or suspension of a license or other disciplinary action involving a license has been scheduled before the council, a continuation of the hearing may be granted by the council president or by the council at the request of the licensee, license applicant, an interested person or an attorney representing the foregoing, upon a showing of good cause by the party making the request.

(j) If the council imposes an adverse action as defined in section 310.01 above, a generic notice of such action must be prepared by the director and posted by the licensee so as to be visible to the public during the effective period of the adverse action. The licensee shall be responsible for taking reasonable steps to make sure the notice remains posted on the front door of the licensed premises, and failure to take such reasonable precautions may be grounds for further adverse action.

(k) *Imposition of costs.* The council may impose upon any licensee or license applicant some or all of the costs of a contested hearing before an independent hearing examiner. The costs of a contested hearing include, but are not limited to, the cost of the administrative law judge or independent hearing examiner, stenographic and recording costs, copying costs, city staff and attorney time for which adequate records have been kept, rental of rooms and equipment necessary for the hearing, and the cost of expert witnesses. The council may impose all or part of such costs in any given case if (i) the position, claim or defense of the licensee or applicant was frivolous, arbitrary or capricious, made in bad faith, or made for the purpose of delay or harassment; (ii) the nature of the violation was serious, or involved violence or the threat of violence by the licensee or employees thereof, or involved the sale of drugs by the licensee or employees thereof, and/or the circumstances under which the violation occurred were aggravated and serious; (iii) the violation created a serious danger to the public health, safety or welfare; (iv) the violation involved unreasonable risk of harm to vulnerable persons, or to persons for whose safety the licensee or applicant is or was responsible; (v) the applicant or licensee was sufficiently in control of the situation and therefore could have reasonably avoided the violation, such as, but not limited to, the nonpayment of a required fee or the failure to renew required insurance policies; (vi) the violation is covered by the intoxicating liquor; nonintoxicating malt liquor; presumptive penalty matrix in subsection (m) below; or (vii) the violation involved the sale of cigarettes to a minor.

(l) *Imposition of fines.* The council may impose a fine upon any licensee or license applicant as an adverse license action. A fine may be in such amount as the council deems reasonable and appropriate, having in mind the regulatory and enforcement purposes embodied in the particular licensing ordinance. A fine may be in addition to or in lieu of other adverse action in the sole

discretion of the council. To the extent any other provision of the Legislative Code provides for the imposition of a fine, both provisions must be read together to the extent possible; provided, however, that in the case of any conflict or inconsistency, the other provision must be controlling.

(m) *Presumptive penalties for certain violations*. The purpose of this section is to establish a standard by which the city council determines the amount of fines, the length of license suspensions and the propriety of revocations, the general presumptive penalty matrix applies to all license types, except that in the case of a violation involving a liquor license the penalty matrix for intoxicating liquor; nonintoxicating malt liquor applies and for a violations involving tobacco, the penalty matrix for tobacco applies. These penalties are presumed to be appropriate for every case; however the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate.

1. **General presumptive penalties matrix—**The general penalty matrix is to be used if there is not a specific penalty matrix for the license type or a category within the specific penalty matrix does not address the violation.
2. **Intoxicating liquor; malt liquor; presumptive penalty matrix**.

   *Presumptive penalties for intoxicating liquor and nonintoxicating malt liquor violations.* If a violation is not covered under this penalty matrix, the general presumptive penalty matrix should be used. Penalties for convictions or violations are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate (unless specified, numbers below indicate consecutive days' suspension):

   (a) For on-sale intoxicating liquor establishments with a seating capacity of one hundred fifty (150) or more, the monetary penalty for any violation (including violations found in chapter 310) must be doubled.

   (b) For off-sale intoxicating liquor establishments with five thousand one (5,001) or more square feet of retail space, the monetary penalty for any violation (including violations found in chapter 310) must be doubled.

   (c) *Other penalties.* Nothing in this section restricts or limits the authority of the council to suspend licenses for up to sixty (60) days, revoke the license, or impose a civil fine not to exceed two thousand dollars ($2,000.00), to impose conditions or take any other adverse action in accordance with law, provided, that the license holder has been afforded an opportunity for a hearing in the manner provided for in section 310.02 of this Code.

(d) *Effect of responsible business practices in determining penalty.* In determining the appropriate penalty, the council may, in its discretion, consider evidence submitted to it in the case of uncontested adverse actions or submitted to a hearing examiner in a contested hearing upon which findings of fact have been made that a licensee has followed or is likely to follow in the future responsible business practices in regard to sales to intoxicated persons and sales to minors.

(1) For the purposes of service to intoxicated persons, evidence of responsible business practices may include, but is not limited to, those policies, procedures and actions that are implemented at time of service and that:

a) Encourage persons not to become intoxicated if they consume alcoholic beverages on the defendant's premises;

b) Promote availability of nonalcoholic beverages and food;

c) Promote safe transportation alternatives other than driving while intoxicated;

d) Prohibit employees and agents of defendant from consuming alcoholic beverages while acting in their capacity as employees or agents;

e) Establish promotions and marketing efforts that publicize responsible business practices to the defendant's customers and community;

f) Implement comprehensive training procedures;

g) Maintain an adequate, trained number of employees and agents for the type and size of defendant's business;

h) Establish a standardized method for hiring qualified employees;

i) Reprimand employees who violate employer policies and procedures; and

j) Show that the licensee has enrolled in recognized courses providing training to self and one (1) or more employees of the licensed establishment in regard to standards for responsible liquor service.

2) For the purposes of service to minors, evidence of responsible business practices may include, but is not limited to, those listed in subsection (1) and the following:

a) Management policies that are implemented at the time of service and that ensure that proof of identification (as established by state law) is examined for all persons seeking service of alcoholic beverages who may reasonably be suspected to be minors;

b) Comprehensive training of employees who are responsible for such examination regarding the detection of false or altered identification; and

c)

Enrollment by the licensee in recognized courses providing training to self and one (1) or more employees of the licensed establishment in regard to standards for responsible liquor service.

3. **Tobacco presumptive penalties matrix.**

*Tobacco presumptive penalties.* Penalties for convictions or violations are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate (unless specified, numbers below indicate consecutive days' suspension):

(a) *Purpose.* The purpose of this section is to establish a standard by which the city council determines the amount of fines, length of license suspensions and the propriety of revocations for licensees. These penalties are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons which make it appropriate to do so, except, the council may not deviate below statewide minimum penalties for licensees. When deviating from these standards, the council shall provide written reasons that specify why the penalty selected was more appropriate. Where no penalty is listed below, the presumptive penalty under the general presumptive penalty matrix will apply.

(b) *Presumptive penalties for licensees for violations.* Adverse penalties for licensees for violations or convictions shall be presumed as follows:

(c) *Computation of time for violations under the tobacco presumptive penalties matrix.* If a violation is not covered under this penalty matrix, the general presumptive penalty matrix should be used. Except as otherwise provided by Minn. Stats. § 461.12, subd. 2, subsequent tobacco violations are subject to the following:

(1) *Second, third and fourth appearances for violations under the tobacco presumptive penalties matrix. .* A second violation within twenty four (24) months must be treated as a second appearance, a third within twenty four (24) months treated as a third appearance, and a fourth within twenty four (24) months treated as a fourth appearance for the purpose of determining the presumptive penalty.

(2) *Any appearance not covered by subsections (1) above must be treated as a first appearance for violations under the tobacco presumptive penalties matrix.* Measurement of the twenty four (24) month period must be as follows: The beginning date shall be the earliest violation's date of appearance before the council, and the ending date shall be the date of the new violation. In case of multiple new violations, the ending date to be used shall be the date of the violation last in time.

(i) *Fines payable without hearing.*

A. Notwithstanding the provisions of section 310.03(c), a licensee who would be making a first or second appearance on a violation that calls for a monetary fine before the council may elect to pay the fine to the department of safety and inspections without a council hearing, unless the notice of violation has indicated that a hearing is required because of circumstances which may warrant deviation from the presumptive fine amount. Payment of the recommended fine will be considered to be a waiver of the hearing to which the licensee is entitled and will be considered an "appearance" for the purpose of determining presumptive penalties for subsequent violations.

(ii) *Multiple violations.* At a licensee's first appearance before the city council, the council shall consider and act upon all the violations that have been alleged and/or incorporated in the notices sent to the licensee under the administrative procedures act up to and including the formal notice of hearing. The council in that case shall consider the presumptive penalty for each such violation under the "1st Appearance" column in the Penalty Matrixes above. The occurrence of multiple violations is grounds for departure from such penalties in the council's discretion.

(iii) *Violations occurring after the date of the notice of hearing.* Violations occurring after the date of the notice of hearing that are brought to the attention of the city attorney prior to the hearing date before an administrative law judge (or before the council in an uncontested facts hearing) may be added to the notice(s) up to twenty (20) days before the hearing, and may in that case be treated as though part of the "1st Appearance" unless grounds for upward deviation from the presumptive penalties outlined in the presumptive penalty matrix outlined in 310.03(m) are included in the amended notice of the violation. In all other cases, violations occurring after the date of the formal notice of hearing must be the subject of a separate proceeding and dealt with as a "2nd Appearance" before the council. The same procedures must apply to a second, third or fourth appearance before the council.

(iv) *Subsequent appearances.* Upon a second, third or fourth appearance before the council by a particular licensee, the council shall impose the presumptive penalty for the violation or violations giving rise to the subsequent appearance without regard to the particular violation or violations that were the subject of the first or prior appearance.

(v) *Computation of time.*

(1) *Second appearance.* A second violation within twelve (12) months must be treated as a second appearance for the purpose of determining the presumptive penalty.

(2) *Third appearance.* A third violation within eighteen (18) months must be treated as a third appearance for the purpose of determining the presumptive penalty.

(3) *Fourth appearance.* A fourth violation within twenty-four (24) months must be treated as a fourth appearance for the purpose of determining the presumptive penalty.

(4) Any appearance not covered by subsections (1), (2) or (3) above must be treated as a first appearance. Measurement of the twelve-, eighteen-, or twenty-four-month period is as follows: The beginning date shall be the earliest violation's date of appearance before the council or payment of the fine related to the violation, and the ending date shall be the date of the new violation. In case of multiple new violations, the ending date to be used shall be the date of the violation last in time.

(5) Notwithstanding subsections (iv)(1), (2), (3) or (4) above, a second appearance before the council regarding a death or great bodily harm in a licensed establishment that is related to a violation of the law or license conditions must be counted as a second appearance, regardless of how much time has passed since the first appearance if the first appearance was also regarding a death or great bodily harm in a licensed establishment. A third appearance for the same must be counted as a third appearance regardless of how much time has passed since the first or second appearance.

(6) Violations of the general presumptive penalty matrix, the intoxicating liquor, malt liquor presumptive penalty matrix and the tobacco presumptive penalty matrix are meant to be cumulative. For the purpose of a second, third or fourth appearance under this section, "violation" shall must mean either one of those violations listed in paragraph (m)1, 2, or 3.

(Ord 22-46, § 3, 11-9-22)

Sec. 310.14. - Licensee's responsibility.

Any act or conduct by any clerk, employee, manager or agent of a licensee, or by any person providing entertainment or working for or on behalf of a licensee, whether compensated or not, which act or conduct takes place either on the licensed premises or in any parking lot or other area adjacent to (or under the lease or control of) the licensed premises, and which act or conduct violates any state or federal statutes or regulations, or any city ordinance, must be considered to be and treated as the act or conduct of the licensee for the purpose of adverse action against all or any of the licenses held by such licensee. To the extent this section is in conflict with sections 409.14 and 410.09 of the Legislative Code, this section must be controlling and prevail; but must not otherwise amend, alter or affect such sections.

(Ord 22-46, § 16, 11-9-22)

Sec. 324.07. - Sales prohibited.

(a) No person may sell a cigarette outside its original packaging containing health warnings satisfying the requirements of federal law. No cigarettes may be sold individually or in packages of fewer than twenty (20) cigarettes.

(b) No person may sell or dispense licensed products from a motor vehicle or other movable place of business.

(c) No person may sell licensed products from vending machines unless the vending machines are in a facility that cannot be entered at any time by persons younger than twenty-one (21) years of age.

(d) No person may offer for sale licensed products in any open displays which are accessible to the public without the intervention of a store employee. This restriction does not apply to establishments holding a tobacco products shop license.

(e) No person may sell, offer for sale, or otherwise distribute cigars in original packages containing three (3) or fewer cigars for a sale price, after any coupons, multipack or buy-one/get-one promotions, or any other discounts are applied and prior to applicable sales taxes being imposed, of less than two dollars and sixty cents ($2.60) per cigar contained within. In addition, no person may sell, offer for sale, or otherwise distribute cigars in original packages of four (4) or more cigars for a sale price, after any coupons, multipack or buy-one/get-one promotions, or any other discounts are applied and prior to applicable sales taxes being imposed, of less than ten dollars and forty cents ($10.40) per package.

(f) No person may sell or offer for retail sale cigarette packages or cartons for a sales price, prior to applicable sales taxes being imposed, of less than ten dollars ($10.00) per pack.

(g) No person may sell or offer for retail sale moist snuff retail packages or multipacks for a sales price, prior to applicable sales taxes being imposed, of less than ten dollars ($10.00) per 1.2 ounce package. No person may sell or offer for retail sale any smokeless tobacco/moist snuff unless it is sold in a package of at least 1.2 ounces minimum package size. The price floor for packages larger than 1.2 ounces shall be computed by adding two dollars and fifty cents ($2.50) for each 0.3 ounces or any fraction thereof in excess of 1.2 ounces, excluding all applicable taxes.

(h) No person may sell or offer for sale or otherwise distribute snus for a sales price, prior to applicable sales taxes being imposed, of less than ten dollars ($10.00) per 0.32 ounce package. No person may sell or offer for retail sale any snus unless it is sold in a package of at least 0.32 ounces minimum pack size. The price floor for packages larger than 0.32 ounces shall be computed by adding two dollars and fifty cents ($2.50) for each 0.08 ounces or any fraction thereof in excess of 0.32 ounces, excluding all applicable taxes.

(i)

No holder of a license issued under this chapter, nor any employee or agent of same may sell tobacco products to a person under the age of twenty-one (21) years. Sale to persons under the age of twenty-one (21) years prohibited.

(1) It is an affirmative defense to a charge under this subdivision if the defendant proves by a preponderance of the evidence that the defendant reasonably and in good faith relied on proof of age as described in Minn. Stats. § 340A.503, subd. 6.

(j) No person may sell, offer for sale, or otherwise distribute any flavored products, unless excepted under section 324.07(l) of this chapter.

(k) *Coupons and price promotions.* No holder of a license issued under this chapter, nor any employee or agent of same, may:

(1) Accept or redeem, offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any price reduction instrument or other offer that provides any licensed product without charge or for less than the listed or non-discounted price; or

(2) Sell or offer to sell licensed products, to consumers through any multi-pack discounts (e.g., "buy-two-get-one-free") or otherwise provide or distribute to consumers any licensed products, without charge or for less than the listed or non-discounted price in exchange for the purchase of any other licensed products.

Nothing in this chapter is intended to prohibit communication of pricing information or other truthful, non-misleading information to consumers.

(l) *Exceptions.*

(1) Notwithstanding section (i), individuals exempted under Minn. Stats. § 609.685 are also exempt from this section.

(2) The penalties in this section do not apply to a person under the age of twenty-one (21) years who purchases or attempts to purchase licensed products while under the direct supervision of a responsible adult for training, education, research, or enforcement purposes.

(3) Retail stores holding a tobacco products shop license are permitted to sell and offer for sale flavored tobacco products.

(m) Any violation of this chapter will subject the licensee to provisions of chapter 310 and section 324.10 of the Saint Paul Legislative Code.

(Code 1956, § 336.07; Ord. No. 17714, § 1, 2-20-90; C.F. No. 94-341, § 7, 4-13-94; C.F. No. 97-314, § 1, 4-20-97; C.F. No. 06-872, § 1, 10-11-06; C.F. No. 10-1014, § 2, 10-13-10; Ord 13-8, § 2, 4-24-13; Ord 14-34, § 2, 8-27-14; Ord 15-57, § 1, 1-6-16; Ord 17-28, § 2, 11-1-17; Ord 19-57, § 2, 10-16-19; Ord 21-29, § 7, 11-3-21)

## 461.12 MUNICIPAL LICENSE OF TOBACCO, TOBACCO-RELATED DEVICES, AND SIMILAR PRODUCTS.

Subdivision 1. **Authorization.** A town board or the governing body of a home rule charter or statutory city may license and regulate the retail sale of tobacco, tobacco-related devices, and electronic delivery devices as defined in section 609.685, subdivision 1, and nicotine and lobelia delivery products as described in section 609.6855, and establish a license fee for sales to recover the estimated cost of enforcing this chapter. The county board shall license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia products in unorganized territory of the county except on the State Fairgrounds and in a town or a home rule charter or statutory city if the town or city does not license and regulate retail sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products. The State Agricultural Society shall license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products on the State Fairgrounds. Retail establishments licensed by a town or city to sell tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products are not required to obtain a second license for the same location under the licensing ordinance of the county.

Subd. 2. **Administrative penalties for sales and furnishing; licensees.** If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of $300 for the first violation. An administrative penalty of $600 must be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of $1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 2a. **Penalties for sales of certain products; licensees.** (a) A licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked if the licensee:

(1) holds a license or registration issued pursuant to chapter 342 or section 151.72, subdivision 5b, and the license or registration is revoked;

(2) is convicted of an offense under section 151.72, subdivision 7; or

(3) has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

(b) No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 3. **Administrative penalty for sales and furnishing; individuals.** An individual who sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia

delivery products to a person under the age of 21 years may be charged an administrative penalty of $50. No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 4. **Alternative penalties for use of false identification; persons under age 21.** The licensing authority shall consult with interested persons, as applicable, including but not limited to educators, parents, guardians, persons under the age of 21 years, and representatives of the court system to develop alternative penalties for persons under the age of 21 years who purchase, or attempt to purchase, tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products using a driver's license, permit, Minnesota identification card, or any other type of false identification to misrepresent the person's age, in violation of section 609.685 or 609.6855. The licensing authority and the interested persons shall consider a variety of alternative civil penalties, including, but not limited to, tobacco-free education; tobacco cessation programs; notice to schools and parents or guardians; community service; and court diversion programs. Alternative civil penalties developed under this subdivision shall not include fines or monetary penalties.

Subd. 5. **Compliance checks.** A licensing authority shall conduct unannounced compliance checks at least once each calendar year at each location where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are sold to test compliance with sections 609.685 and 609.6855. Compliance checks conducted under this subdivision must involve persons at least 17 years of age, but under the age of 21, who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products under the direct supervision of a law enforcement officer or an employee of the licensing authority. The age requirements for persons participating in compliance checks under this subdivision shall not affect the age requirements in federal law for persons participating in federally required compliance checks of these locations.

Subd. 6. **Defense.** It is an affirmative defense to the charge of selling tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years in violation of subdivision 2 or 3 that the licensee or individual making the sale relied in good faith upon proof of age as described in section 340A.503, subdivision 6.

Subd. 7. **Judicial review.** Any person aggrieved by a decision under subdivision 2 or 3 may have the decision reviewed in the district court in the same manner and procedure as provided in section 462.361.

Subd. 8. **Notice to commissioner.** The licensing authority under this section shall, within 30 days of the issuance of a license, inform the commissioner of revenue of the licensee's name, address, trade name, and the effective and expiration dates of the license. The commissioner of revenue must also be informed of a license renewal, transfer, cancellation, suspension, or revocation during the license period.

**History:** *1941 c 242 s 3; 1941 c 405 s 3; 1951 c 382 s 1; Ex1959 c 73 s 2; 1973 c 123 art 5 s 7; 1982 c 572 s 2; 1997 c 227 s 4; 1Sp2001 c 5 art 7 s 63; 2010 c 255 s 7; 2010 c 305 s 4-9; 2014 c 291 art 6 s 28; 2020 c 88 s 4-8; 2023 c 63 art 6 s 53*

Temporary liquor license applications do not require notification action by the director upon receipt of an application under Chapter A-11. Notification requirements, if any, are handled by the applicant as part of the application process as outlined in the relevant section of the Saint Paul Legislative Code.

(e) *Levels of approval.*

(1) *Approval recommended without conditions.* Where an application for the grant or issuance of a Class T License meets all the requirements of law, and there exists no grounds for denial, revocation suspension of, or the imposition of conditions upon such license, the director must grant or issue said license in accordance with the application.

(2) *Approval recommended with conditions.* If upon review of an application for the grant, or issuance of a Class T License the director determines that there exist grounds for imposition of conditions the director must provide the applicant or licensee notice and an opportunity to be heard in accordance with the hearing procedures outlined in Saint Paul Legislative Code Section 310.03.

(f) *Objections.* An appeal to the city council may be taken by any person aggrieved by the grant, issuance or renewal of a Class T License provided that:

1. The appeal must be filed with the city clerk within thirty (30) days after the action by the director.
2. The only grounds for appeal will be that there has been an error of law in the grant, issuance, or renewal of the license.
3. The appeal will be in writing and will set forth in particular the alleged errors of law.
4. The council will conduct a hearing on the appeal within thirty (30) days of the date of filing and will notify the licensee and the appellant at least ten (10) days prior to the hearing date.
5. The procedures set forth in section 310.03, insofar as is practicable, will apply to this hearing. Following the hearing, the council may affirm or remand the matter to the director, may reverse the director's decision or place conditions upon the license based on the council's determination that the director's decision was based on an error of law.
6. The filing of an appeal will not stay the issuance of the license.

(g) *Renewal procedures.* Class T Licenses are not automatically renewed. If a licensee wishes to Renew a Class T License, they must file a new application for a new Class T License.

(Ord 22-46, § 5, 11-9-22; Ord 23-32, § 3, 9-6-23)

Sec. 310.03. - Hearing procedures.

(a) *Adverse action; notice and hearing requirements.* In any case where the council may or intends to consider any adverse action, including the revocation or suspension of a license, the imposition of conditions upon a license, or the denial of an application for the grant, issuance or renewal of a

license, or the disapproval of a license issued by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard as provided herein. The council may consider such adverse actions when recommended by the director, by the director of any executive department established pursuant to Chapter 9 of the Charter, by the city attorney or on its own initiative.

(b) *Notice.* In each such case where adverse action is or will be considered by the council, the applicant or licensee must be notified in writing that adverse action may be taken against the license or application, and that they are entitled to a hearing before action is taken by the council. The notice must be served or mailed a reasonable time before the hearing date, and must state the place, date and time of the hearing. The notice must state the issues involved or grounds upon which the adverse action may be sought or based. The council may request that such written notice be prepared and served or mailed by the director or by the city attorney.

(c) *Hearing.* Where there is no dispute as to the facts underlying the violation or as to the facts establishing mitigating or aggravating circumstances, the hearing must be held before the council. Otherwise the hearing must be conducted before a hearing examiner appointed by the council or retained by contract with the city for that purpose. The applicant or the licensee must be provided an opportunity to present evidence and argument as well as meet adverse testimony or evidence by reasonable cross-examination and rebuttal evidence. The hearing examiner may in its discretion permit other interested persons the opportunity to present testimony or evidence or otherwise participate in such hearing.

(c-1) *Procedure; hearing examiner.* The hearing examiner will hear all evidence as may be presented on behalf of the city and the applicant or licensee, and must present to the council written findings of fact and conclusions of law, together with a recommendation for adverse action.

The council will consider the evidence contained in the record, the hearing examiner's recommended findings of fact and conclusions, and may not consider any factual testimony not previously submitted to and considered by the hearing examiner. After receipt of the hearing examiner's findings, conclusions, and recommendations, the council must provide the applicant or licensee an opportunity to present oral or written arguments alleging error on the part of the examiner in the application of the law or interpretation of the facts, and to present argument related to the recommended adverse action. Upon conclusion of that hearing, and after considering the record, the examiner's findings and recommendations, together with such additional arguments presented at the hearing, the council must determine what, if any, adverse action should be taken, which action must be by resolution. The council may accept, reject or modify the findings, conclusions and recommendations of the hearing examiner.

(c-2) *Ex-parte contacts.* If a license matter has been scheduled for an adverse hearing, council members shall not discuss the license matter with each other or with any of the parties or interested persons involved in the matter unless such discussion occurs on the record during the hearings of the matter or during the council's final deliberations of the matter. No interested person shall, with knowledge that a license matter has been scheduled for adverse hearing, convey or attempt to convey, orally or in writing, any information, argument or opinion about the matter, or any issue in the matter, to a council member or his or her staff until the council has taken final action on the matter; provided, however, that nothing herein will prevent an inquiry or communications regarding status, scheduling or procedures concerning a license matter. An interested person, for the purpose of this paragraph, means and includes a person who is an officer or employee of the licensee which is the subject of the scheduled adverse hearing, or a person who has a financial interest in such licensee.

(d) *Licensee or applicant may be represented.* The licensee or applicant may represent himself or choose to be represented by another.

(e) *Record; evidence.* The hearing examiner shall receive and keep a record of such proceedings, including testimony and exhibits, and shall receive and give weight to evidence, including hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

(f) *Council action, resolution to contain findings.* Where the council takes adverse action with respect to a license, licensee or applicant for a license, the resolution by which such action is taken must contain its findings and determination, including the imposition of conditions, if any. The council may adopt all or part of the findings, conclusions and recommendations of the hearing examiner, and incorporate the same in its resolution taking the adverse action.

(g) *Additional procedures where required.* Where the provisions of any statute or ordinance require additional notice or hearing procedures, such provisions must be complied with and supersede inconsistent provisions of these chapters. This includes, without limitation by reason of this specific reference, Minn. Stats., Chapter 364 and Minn. Stats., § 340A.415.

(h) *Discretion to hear notwithstanding withdrawal or surrender of application or license.* The council may, at its discretion, conduct a hearing or direct that a hearing be held regarding revocation or denial of a license, notwithstanding that the applicant or licensee has attempted or purported to withdraw or surrender said license or application, if the attempted withdrawal or surrender took place after the applicant or licensee had been notified of the hearing and potential adverse action.

(i) *Continuances.* Where a hearing for the purpose of considering revocation or suspension of a license or other disciplinary action involving a license has been scheduled before the council, a continuation of the hearing may be granted by the council president or by the council at the

request of the licensee, license applicant, an interested person or an attorney representing the foregoing, upon a showing of good cause by the party making the request.

(j) If the council imposes an adverse action as defined in section 310.01 above, a generic notice of such action must be prepared by the director and posted by the licensee so as to be visible to the public during the effective period of the adverse action. The licensee shall be responsible for taking reasonable steps to make sure the notice remains posted on the front door of the licensed premises, and failure to take such reasonable precautions may be grounds for further adverse action.

(k) *Imposition of costs.* The council may impose upon any licensee or license applicant some or all of the costs of a contested hearing before an independent hearing examiner. The costs of a contested hearing include, but are not limited to, the cost of the administrative law judge or independent hearing examiner, stenographic and recording costs, copying costs, city staff and attorney time for which adequate records have been kept, rental of rooms and equipment necessary for the hearing, and the cost of expert witnesses. The council may impose all or part of such costs in any given case if (i) the position, claim or defense of the licensee or applicant was frivolous, arbitrary or capricious, made in bad faith, or made for the purpose of delay or harassment; (ii) the nature of the violation was serious, or involved violence or the threat of violence by the licensee or employees thereof, or involved the sale of drugs by the licensee or employees thereof, and/or the circumstances under which the violation occurred were aggravated and serious; (iii) the violation created a serious danger to the public health, safety or welfare; (iv) the violation involved unreasonable risk of harm to vulnerable persons, or to persons for whose safety the licensee or applicant is or was responsible; (v) the applicant or licensee was sufficiently in control of the situation and therefore could have reasonably avoided the violation, such as, but not limited to, the nonpayment of a required fee or the failure to renew required insurance policies; (vi) the violation is covered by the intoxicating liquor; nonintoxicating malt liquor; presumptive penalty matrix in subsection (m) below; or (vii) the violation involved the sale of cigarettes to a minor.

(l) *Imposition of fines.* The council may impose a fine upon any licensee or license applicant as an adverse license action. A fine may be in such amount as the council deems reasonable and appropriate, having in mind the regulatory and enforcement purposes embodied in the particular licensing ordinance. A fine may be in addition to or in lieu of other adverse action in the sole discretion of the council. To the extent any other provision of the Legislative Code provides for the imposition of a fine, both provisions must be read together to the extent possible; provided, however, that in the case of any conflict or inconsistency, the other provision must be controlling.

(m) *Presumptive penalties for certain violations*. The purpose of this section is to establish a standard by which the city council determines the amount of fines, the length of license suspensions and the propriety of revocations, the general presumptive penalty matrix applies to all license types,

except that in the case of a violation involving a liquor license the penalty matrix for intoxicating liquor; nonintoxicating malt liquor applies and for a violations involving tobacco, the penalty matrix for tobacco applies. These penalties are presumed to be appropriate for every case; however the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate.

1. **General presumptive penalties matrix**—The general penalty matrix is to be used if there is not a specific penalty matrix for the license type or a category within the specific penalty matrix does not address the violation.

| Type of Violation | Appearance | | | |
|---|---|---|---|---|
| | 1st | 2nd | 3rd | 4th |
| (1) Violations of conditions placed on the license | $500.00 fine | $1,000.00 fine | $2,000.00 fine and 10-day suspension | Revocation |
| (2) Violation of provisions of the legislative code relating to the licensed activity | $500.00 fine | $1,000.00 fine | $2,000.00 fine and 10-day suspension | Revocation |
| (3) Violation of provisions of the legislative code relating to the licensed activity, other than violations of the food code | $500.00 fine | $1,000.00 fine | $2,000.00 fine and 10-day suspension | Revocation |

| | | | | |
|---|---|---|---|---|
| (4) Failure to permit entrance or inspection by DSI inspector or police | 5-day suspension | 10-day suspension | 15-day suspension | Revocation |
| (5) Commission of a crime other than a felony on the premises by a licensee or employee | $700.00 fine | $1,500.00 fine | 5-day suspension | Revocation |
| (6) Commission of a felony on the premises by a licensee or employee | $2,000.00 fine | Revocation | n/a | n/a |
| (7) Death or great bodily harm in establishment related to violation of law or license conditions | 30-day suspension | 60-day suspension | Revocation | n/a |
| (8) Failure to pay license fees | Suspension | Revocation | | |

| | | | | |
|---|---|---|---|---|
| (9) Taxi fail to display driver's license as required by 376.16(f) | $100.00 fine | $250.00 fine | $500.00 fine | Revocation |
| (10) Taxi fail to display number of information and complaint office as required by 376.11(v) | $100.00 fine | $250.00 fine | $500.00 fine | Revocation |
| (11) Violation of restrictions upon sidewalk café license under 106.01(b) | $200.00 fine | $400.00 fine | $800.00 fine | Revocation |

2. **Intoxicating liquor; malt liquor; presumptive penalty matrix**.

   *Presumptive penalties for intoxicating liquor and nonintoxicating malt liquor violations.* If a violation is not covered under this penalty matrix, the general presumptive penalty matrix should be used. Penalties for convictions or violations are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate (unless specified, numbers below indicate consecutive days' suspension):

| Type of Violation | Appearance | | | |
|---|---|---|---|---|
| | 1st | 2nd | 3rd | 4th |

| | | | | |
|---|---|---|---|---|
| (1) Commission of a felony related to the licensed activity. | Revocation | NA | NA | NA |
| (2) Sale of alcohol beverages while license is under suspension. | Revocation | NA | NA | NA |
| (3) Sale of alcoholic beverages to underage person. | $500.00 fine | 1,000.00 fine | Up to 18-day suspension | Revocation |
| (4) Sale of alcoholic beverage to intoxicated person. | $500.00 fine | 1,000.00 fine | Up to 18-day suspension | Revocation |
| (5) After hours sale of alcoholic beverages. | $500.00 fine | 6-day suspension | 18-day suspension | Revocation |
| (6) After hours display or consumption of alcoholic beverage. | $500.00 fine | 4-day suspension | 12-day suspension | Revocation |

| | | | | |
|---|---|---|---|---|
| (7) Refusal to allow city inspectors or police admission to inspect premises. | 5-day suspension | 15-day suspension | Revocation | NA |
| (8) Illegal gambling on premises. | $500.00 fine | 6-day suspension | 18-day suspension | Revocation |
| (9) Failure to take reasonable steps to stop person from leaving premises with alcoholic beverage. | $500.00 fine | 4-day suspension | 12-day suspension | Revocation |
| (10) Failure to make application for license renewal prior to license expiration date. | $500.00 fine | 6-day suspension | 18-day suspension | Revocation |
| (11) Sale of intoxicating liquor where only license is for nonintoxicating liquor. | $500.00 fine | 6-day suspension | 18-day suspension | Revocation |

| | | | | |
|---|---|---|---|---|
| (12) Failure to comply with statutory, and ordinance requirements for liability insurance. | 10-day suspension | Revocation | NA | NA |

(a) For on-sale intoxicating liquor establishments with a seating capacity of one hundred fifty (150) or more, the monetary penalty for any violation (including violations found in chapter 310) must be doubled.

(b) For off-sale intoxicating liquor establishments with five thousand one (5,001) or more square feet of retail space, the monetary penalty for any violation (including violations found in chapter 310) must be doubled.

(c) *Other penalties.* Nothing in this section restricts or limits the authority of the council to suspend licenses for up to sixty (60) days, revoke the license, or impose a civil fine not to exceed two thousand dollars ($2,000.00), to impose conditions or take any other adverse action in accordance with law, provided, that the license holder has been afforded an opportunity for a hearing in the manner provided for in section 310.02 of this Code.

(d) *Effect of responsible business practices in determining penalty.* In determining the appropriate penalty, the council may, in its discretion, consider evidence submitted to it in the case of uncontested adverse actions or submitted to a hearing examiner in a contested hearing upon which findings of fact have been made that a licensee has followed or is likely to follow in the future responsible business practices in regard to sales to intoxicated persons and sales to minors.

(1) For the purposes of service to intoxicated persons, evidence of responsible business practices may include, but is not limited to, those policies, procedures and actions that are implemented at time of service and that:

a) Encourage persons not to become intoxicated if they consume alcoholic beverages on the defendant's premises;

b) Promote availability of nonalcoholic beverages and food;

c) Promote safe transportation alternatives other than driving while intoxicated;

d) Prohibit employees and agents of defendant from consuming alcoholic beverages while acting in their capacity as employees or agents;

e) Establish promotions and marketing efforts that publicize responsible business practices to the defendant's customers and community;

f) Implement comprehensive training procedures;

g) Maintain an adequate, trained number of employees and agents for the type and size of defendant's business;

h) Establish a standardized method for hiring qualified employees;

i) Reprimand employees who violate employer policies and procedures; and

j) Show that the licensee has enrolled in recognized courses providing training to self and one (1) or more employees of the licensed establishment in regard to standards for responsible liquor service.

2) For the purposes of service to minors, evidence of responsible business practices may include, but is not limited to, those listed in subsection (1) and the following:

a) Management policies that are implemented at the time of service and that ensure that proof of identification (as established by state law) is examined for all persons seeking service of alcoholic beverages who may reasonably be suspected to be minors;

b) Comprehensive training of employees who are responsible for such examination regarding the detection of false or altered identification; and

c) Enrollment by the licensee in recognized courses providing training to self and one (1) or more employees of the licensed establishment in regard to standards for responsible liquor service.

3. **Tobacco presumptive penalties matrix.**

*Tobacco presumptive penalties.* Penalties for convictions or violations are presumed to be appropriate for every case; however, the council may deviate therefrom in an individual case where the council finds and determines that there exist substantial and compelling reasons making it more appropriate to do so. When deviating from these standards, the council must provide written reasons that specify why the penalty selected was more appropriate (unless specified, numbers below indicate consecutive days' suspension):

| Type of Violation | Appearance | | | |
|---|---|---|---|---|
| | 1st | 2nd | 3rd | 4th |

| | | | | |
|---|---|---|---|---|
| (1) Sale to a person under twenty-one (21) years of age | $500.00 fine | $1000.00 fine | $2,000.00 fine and 7-day suspension | Revocation |
| (2) Display, possession or multiple incidents of sales of:<br>• single cigarettes,<br>• menthol tobacco products, or<br>• flavored tobacco products. | 10-day suspension | Revocation | | |

(a) *Computation of time for violations under the tobacco presumptive penalties matrix.* If a violation is not covered under this penalty matrix, the general presumptive penalty matrix should be used. Except as otherwise provided by Minn. Stats. § 461.12, subd. 2, subsequent tobacco violations are subject to the following:

(1) *Second, third and fourth appearances for violations under the tobacco presumptive penalties matrix. .* A second violation within twenty four (24) months must be treated as a second appearance, a third within twenty four (24) months treated as a third appearance, and a fourth within twenty four (24) months treated as a fourth appearance for the purpose of determining the presumptive penalty.

(2) *Any appearance not covered by subsections (1) above must be treated as a first appearance for violations under the tobacco presumptive penalties matrix.* Measurement of the twenty four (24) month period must be as follows: The beginning date shall be the earliest violation's date of appearance before the council, and the ending date shall be the date of the new violation. In case of multiple new violations, the ending date to be used shall be the date of the violation last in time.

(i) *Fines payable without hearing.*

A. Notwithstanding the provisions of section 310.03(c), a licensee who would be making a first or second appearance on a violation that calls for a monetary fine before the council may elect to pay the fine to the department of safety and inspections without a council hearing, unless the notice of violation has indicated that a hearing is required because of circumstances which may warrant deviation from the presumptive fine amount. Payment of the recommended fine will be considered to be a waiver of the hearing to which the licensee is entitled and will be considered an "appearance" for the purpose of determining presumptive penalties for subsequent violations.

(ii) *Multiple violations.* At a licensee's first appearance before the city council, the council shall consider and act upon all the violations that have been alleged and/or incorporated in the notices sent to the licensee under the administrative procedures act up to and including the formal notice of hearing. The council in that case shall consider the presumptive penalty for each such violation under the "1st Appearance" column in the Penalty Matrixes above. The occurrence of multiple violations is grounds for departure from such penalties in the council's discretion.

(iii) *Violations occurring after the date of the notice of hearing.* Violations occurring after the date of the notice of hearing that are brought to the attention of the city attorney prior to the hearing date before an administrative law judge (or before the council in an uncontested facts hearing) may be added to the notice(s) up to twenty (20) days before the hearing, and may in that case be treated as though part of the "1st Appearance" unless grounds for upward deviation from the presumptive penalties outlined in the presumptive penalty matrix outlined in 310.03(m) are included in the amended notice of the violation. In all other cases, violations occurring after the date of the formal notice of hearing must be the subject of a separate proceeding and dealt with as a "2nd Appearance" before the council. The same procedures must apply to a second, third or fourth appearance before the council.

(iv) *Subsequent appearances.* Upon a second, third or fourth appearance before the council by a particular licensee, the council shall impose the presumptive penalty for the violation or violations giving rise to the subsequent appearance without regard to the particular violation or violations that were the subject of the first or prior appearance.

(v) *Computation of time.*

(1) *Second appearance.* A second violation within twelve (12) months must be treated as a second appearance for the purpose of determining the presumptive penalty.

(2) *Third appearance.* A third violation within eighteen (18) months must be treated as a third appearance for the purpose of determining the presumptive penalty.

(3) *Fourth appearance.* A fourth violation within twenty-four (24) months must be treated as a fourth appearance for the purpose of determining the presumptive penalty.

(4) Any appearance not covered by subsections (1), (2) or (3) above must be treated as a first appearance. Measurement of the twelve-, eighteen-, or twenty-four-month period is as follows: The beginning date shall be the earliest violation's date of appearance before the council or payment of the fine related to the violation, and the ending date shall be the date of the new violation. In case of multiple new violations, the ending date to be used shall be the date of the violation last in time.

(5) Notwithstanding subsections (iv)(1), (2), (3) or (4) above, a second appearance before the council regarding a death or great bodily harm in a licensed establishment that is related to a violation of the law or license conditions must be counted as a second appearance, regardless of how much time has passed since the first appearance if the first appearance was also regarding a death or great bodily harm in a licensed establishment. A third appearance for the same must be counted as a third appearance regardless of how much time has passed since the first or second appearance.

(6) Violations of the general presumptive penalty matrix, the intoxicating liquor, malt liquor presumptive penalty matrix and the tobacco presumptive penalty matrix are meant to be cumulative. For the purpose of a second, third or fourth appearance under this section, "violation" must mean either one of those violations listed in paragraph (m)1, 2, or 3.

(Ord 22-46, § 3, 11-9-22)

Sec. 310.04. - Revocation; suspension; adverse actions; imposition of conditions.

(a) *Council may take adverse action.* The council is authorized to take adverse action, as defined in section 310.01 above, against any or all licenses or permits, licensee or applicant for a license, as provided in and by these chapters. Adverse actions against entertainment licenses issued under chapter 411 of the Legislative Code may be initiated for the reasons set forth in subsection (b) below, or upon any lawful grounds which are communicated to the license holder in writing prior

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1347

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1347 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-8854 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | Easement to District Energy St. Paul, Inc. | | | **Final Action:** | |

**Title:** Authorizing the City's conveyance of a permanent Thermal Line Easement to District Energy St. Paul for the installation and maintenance of thermal heating and cooling service lines through the George Latimer Central Library to serve the adjoining property at 80 West Fourth Street.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Exhibit A - Thermal Line Easement | **Financials Included?:** | |
| **Contact Name:** | Bruce Engelbrekt | **Hearing Date:** | |
| **Entered by:** | bruce.engelbrekt@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1347

Authorizing the City's conveyance of a permanent Thermal Line Easement to District Energy St. Paul for the installation and maintenance of thermal heating and cooling service lines through the George Latimer Central Library to serve the adjoining property at 80 West Fourth Street.

WHEREAS, the City of Saint Paul ("City") owns and operates the George Latimer Central Library property located at 90 Fourth Street West in the city of Saint Paul (the "Library Property"); and

WHEREAS, District Energy St. Paul, Inc. ("District Energy") delivers thermal energy to the Library Property through hot and cold water pipes located in the basement of the Library Property; and

WHEREAS, District Energy desires to deliver thermal energy to the property located at 80 Fourth Street West ("80 West Property"), which adjoins the Library Property along its easterly boundary; and District Energy further desires an easement from the City through a portion of the Library Property for the installation and maintenance of hot and cold water service ("Thermal Lines") to the 80 West Property; and

WHEREAS, the City has agreed to permit the installation of the Thermal Lines within the Library Property to serve the 80 West Property; and

WHEREAS, the City and District Energy have agreed that the City will convey a permanent easement for said Thermal Lines within the Library Property, as documented Exhibit A attached hereto ("Thermal Line Easement"), and that District Energy will compensate the City $2,000.00 for said easement and administrative fees; now, therefore, be it

RESOLVED, that the City Council hereby authorizes and directs the proper city officials to execute the Thermal Line Easement in a form and content substantially as set forth in Exhibit A attached hereto, and to accept compensation from District Energy, to be deposited into the proper city account as determined by the Office of Financial Services.

# THERMAL LINE EASEMENT

**THIS THERMAL LINE EASEMENT** ("Easement") is made this _____ day of _____, 2025, by the City of Saint Paul, a Minnesota municipal corporation ("Grantor"), to District Energy St. Paul, Inc., a Minnesota non-profit corporation ("Grantee").

## RECITALS

**WHEREAS**, Grantor is the owner of that certain real property located at 90 Fourth Street West, in the City of Saint Paul, Ramsey County, Minnesota (the "City Property"), and legally described in Exhibit A, attached hereto and incorporated herein;

**WHEREAS**, Grantee desires to deliver thermal energy and to maintain service capability to that certain real property located at 80 Fourth Street West, in the City of Saint Paul, Ramsey County, Minnesota (the "80 West Property"), and legally described in Exhibit B, attached hereto and incorporated herein;

**WHEREAS**, as the 80 West Property adjoins the City Property along its easterly boundary, Grantee desires an easement through a portion of the City Property for the construction, installation, inspection, maintenance, repair, replacement, reconstruction, general upkeep, and improvement of Grantee's heating and cooling lines providing thermal energy to the City Property ("Thermal Lines"); and

**WHEREAS**, Grantor has agreed to allow the extension of the Thermal Lines through the basement of the building located on the City Property to areas beyond the building walls for the express purpose of serving the 80 West Property, which is another customer of Grantee. That portion of the City Property subject to the Easement described herein is detailed in Exhibit C, attached hereto and incorporated herein (the "Easement Area").

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Grantor hereby represents and covenants as follows:

1. Grant of Easement: Grantor hereby grants and conveys to Grantee, a permanent, non-exclusive easement under and through the Easement Area for the construction, installation, inspection, maintenance, repair, replacement, reconstruction, general upkeep, and improvement of the Thermal Lines and other appurtenances thereto, including but not limited to the right to enter onto the City Property for the foregoing purposes and further including the right of access to the City Property through the structure now or hereafter located on all or part of the City Property for the express purpose of providing Thermal Lines to the 80 West Property. The burdens of the easements and rights contained in this Easement shall run with the City Property and shall be a charge and burden thereon as specified herein and shall be binding upon Grantor and its successors, assigns, permittees, licensees, lessors, employees, and agents. This Easement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees, lessors, employees and agents.

2. Warranties by Grantor:

   a. Grantor warrants that it owns the City Property in fee simple, subject to liens and encumbrances of record, if any.

   b. Grantor warrants that Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Easement. Grantor shall not conduct any activity, nor grant any rights to any third party within the Easement Area that would interfere in any way with Grantee's use of the Easement Area or the rights granted under this Easement. Grantor will not sell, transfer, assign or encumber the City Property or grant any license, easement or other right with respect to the City Property which could interfere with Grantee's operations.

   c. Grantor shall not use, store, dispose of or release on the City Property or cause or permit to exist or be used, stored, disposed of or released on the City Property any substance which is defined as a "hazardous substance," "hazardous material," "toxic substance" or "solid waste" in violation of any federal, state or local law, statute or ordinance.

3. Miscellaneous:

   a. This Easement is made under and shall be interpreted, governed by, and enforced pursuant to the laws of the State of Minnesota.

   b. This Easement and each and every covenant, agreement, and other provision hereof shall be binding upon the Grantor and its respective heirs, administrators, personal representatives, successors and assigns.

   c. No waiver of any right under this Easement shall be effective for any purpose unless in writing, signed by the Grantor and Grantee, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Easement.

   d. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

   e. The section headings contained in this Easement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Easement.

[SEPARATE SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, Grantor has caused this Easement to be executed effective as of the date first written above.

**CITY OF SAINT PAUL, MINNESOTA**

By: _____
Its Mayor or Deputy Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

_____
Assistant City Attorney

STATE OF MINNESOTA )
) ss.
COUNTY OF Ramsey )

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, Mayor or Deputy Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

_____
Notary Public

REPARED BY AND UPON RECORDING RETURN TO:
City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4th St., Ste. 1000
Saint Paul, MN 55102

# Exhibit A

Legal Description of City Property

Lots 2 through 18 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

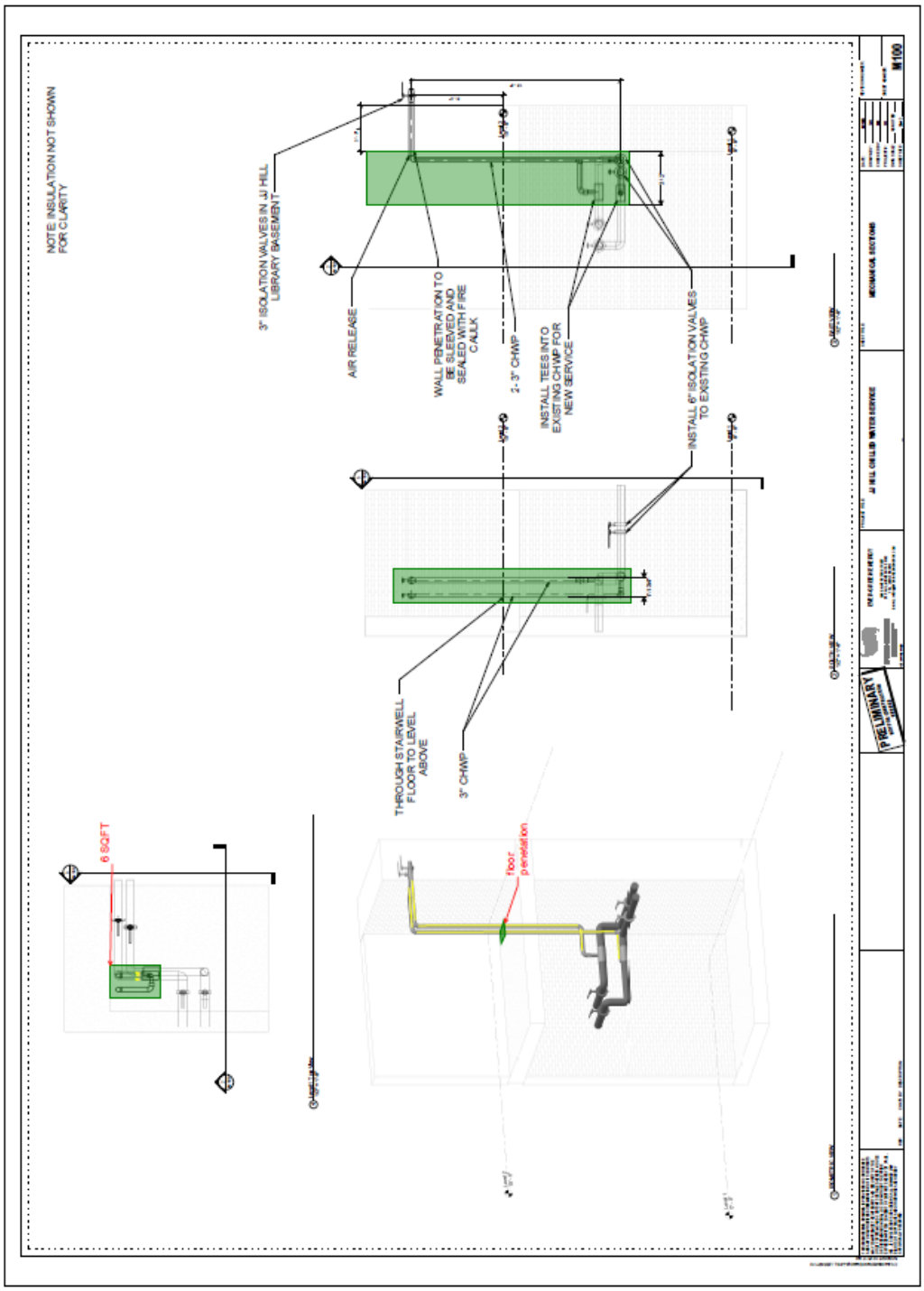
# Exhibit B

Legal Description of 80 West Property

Lots 1 and 19 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

# Exhibit C

Depiction of Easement Area



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1369

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1369 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-6135 | **In Control:** | City Council |
| | | | | **File Created:** | 08/28/2025 |
| **File Name:** | Repair of Sanitary Sewer Service Line on Private Property | | | **Final Action:** | |

**Title:** Approving the City's cost of providing Repair of Sanitary Sewer Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. SWRP2503, Assessment No. 253002)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Report of Completion SWRP2503.253002, Assessment Roll SWRP2503.253002 | **Financials Included?:** | |
| **Contact Name:** | Tanya Panzer | **Hearing Date:** | |
| **Entered by:** | tanya.panzer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1369

Approving the City's cost of providing Repair of Sanitary Sewer Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. SWRP2503, Assessment No. 253002)

WHEREAS, pursuant to Minnesota Session Laws 1997, Chapter 231, Council File No. 00-453 and Saint Paul Administrative Code Chapter 76: Sewer and Drains, the Office of Financial Services Assessment Section has prepared the attached Report of Completion of Assessment for Public Works Program for the Repair of Sanitary Sewer Service Line on Private Properties as requested by the Property Owner under Assessment No. 253002 (File No. SWRP3002); and,

WHEREAS, the Office of Financial Services Assessment Section has prepared for City Council consideration the attached Assessment Roll listing the benefited property, the property owner, the service provided and the charges for the service as reported by the department providing the service; and hereby submits said Assessment Roll for City Council consideration to adopt and levy said charges as an assessment against the benefited property; now, therefore be it

RESOLVED, that the Council of the City of Saint Paul hereby accepts and approves said Report of Completion of Assessment and Assessment Roll; and be it further

RESOLVED, that a public hearing be had on said assessment on the 8th day of October 2025 at the hour of 3:30 p.m. in the Council Chambers of the Court House and City Hall Building, in the City of Saint Paul; and that the Office of Financial Services Assessment Section provide mailed and published notice of the same as required by law.

**City of Saint Paul**

Office of Financial Services
Assessment Section

COUNCIL FILE NO. _____

**REPORT OF COMPLETION OF ASSESSMENT**

File No. **SWRP2503**

Assessment No. **253002**

In the matter of the assessment of benefits, cost and expenses for

Public Works Program for the Repair of Sanitary Sewer Service Line on Private Properties requested by the Property Owner.

To the Council of the City of St. Paul:

The Office of Financial Services Assessment Section hereby reports to the Council the following as a statement of the spending and financing incurred for and in connection with the making of the above improvement:

| | |
|---|---|
| Connection Fee | $965,012.42 |
| Sewer Admin Fee | $2,850.00 |
| Admin Fee | $2,850.00 |
| | |
| TOTAL EXPENDITURES | $970,712.42 |
| Charge To | |
| Net Assessment | $970,712.42 |

The Office of Financial Services Assessment Section further reports that it has, for each and every lot, piece or parcel of land benefiting from the improvement, assessed and levied the total sum of $970,712.42 as set forth in the attached assessment roll, in accordance with legal requirements and city policy; that the assessment has been completed as identified by the signature of the Deputy Treasurer; and that the attached assessment roll is hereby submitted to the Council for its consideration.

Date 8/25/2025 _____

Deputy Treasurer

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jane Kiemen<br>1277 3rd St E<br>St Paul MN 55106-5778<br>***1277 3RD ST E**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | A. GOTZIANS RE OF SIGEL'S ADDITION E 1/2 OF LOT 24 AND ALL OF LOT 25 BLK 27<br><br>** PLEASE NOTE **<br>Date Completed 4-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,250.00<br>1.00<br>1.00 | $9,250.00<br>$30.00<br>$30.00<br>$9,310.00 | **33-29-22-14-0059** |
| Kevin Helhn<br>1244 4th St E<br>St Paul MN 55106-5310<br>***1244 4TH ST E**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | A. GOTZIANS RE OF SIGEL'S ADDITION LOT 14 BLK 19<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,163.02<br>1.00<br>1.00 | $8,163.02<br>$30.00<br>$30.00<br>$8,223.02 | **33-29-22-14-0030** |
| Eric J Johnson<br>Ashley Johnson<br>1254 4th St E<br>St Paul MN 55106-5310<br>***1254 4TH ST E**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | A. GOTZIANS RE OF SIGEL'S ADDITION LOT 12 BLK 19<br><br>** PLEASE NOTE **<br>Date Completed 4-4 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,999.54<br>1.00<br>1.00 | $9,999.54<br>$30.00<br>$30.00<br>$10,059.54 | **33-29-22-14-0028** |
| Brian D Crawford<br>Dawn Crawford<br>1344 5th St E<br>St Paul MN 55106-5321<br>***1344 5TH ST E**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | CHAS. A. B. WEIDE'S SUBDIVISION NO. 5 ADDITION TO ST. PAUL, RAMSEY CO., MINN. E 19 5/10 FT OF LOT 2 AND ALL OF LOT 1 BLK 5<br><br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,969.75<br>1.00<br>1.00 | $9,969.75<br>$30.00<br>$30.00<br>$10,029.75 | **34-29-22-23-0067** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Daniel James Hansen<br>1150 6th St E<br>St Paul MN 55106-4634<br>***1150 6TH ST E**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | A. GOTZIANS RE OF SIGEL'S ADDITION LOT 3 BLK 13<br><br>** PLEASE NOTE **<br>Date Completed 6-5- | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 19,515.49<br>1.00<br>1.00 | $19,515.49<br>$30.00<br>$30.00<br>$19,575.49 | **33-29-22-12-0142** |
| Pa Re Noh<br>Kyaw Lay<br>1650 Abell St<br>St Paul MN 55117-3904<br>***1650 ABELL ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | GURNEY HIGHLAND PARK EX N 5 2/1O FT LOT 13 BLK 2 AND N 16 2/1O FT OF LOT 23 AND ALL OF LOT 24 BLK 7<br><br>** PLEASE NOTE **<br>Date Completed 4-6- | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,441.49<br>1.00<br>1.00 | $9,441.49<br>$30.00<br>$30.00<br>$9,501.49 | **19-29-22-21-0022** |
| Shona K Jackson<br>Po Box 4623<br>St Paul MN 55104-0623<br>***1508 ALBEMARLE ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | RICE STREET VILLAS S 1/4 OF LOT 27 AND ALL OF LOT 26 BLK 9<br><br>** PLEASE NOTE **<br>Date Completed 4-2: | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,094.16<br>1.00<br>1.00 | $8,094.16<br>$30.00<br>$30.00<br>$8,154.16 | **24-29-23-14-0135** |
| Brianna Munzke<br>Karolynn Munzke<br>2160 Ann Arbor St<br>St Paul MN 55104-5002<br>***2160 ANN ARBOR ST**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | CAPITOL ADD TO THE CITY OF ST. PAUL, RAMSEY CO., MINN. LOT 17 BLK 3<br><br>** PLEASE NOTE **<br>Date Completed 6-1: | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,026.65<br>1.00<br>1.00 | $8,026.65<br>$30.00<br>$30.00<br>$8,086.65 | **32-29-23-41-0065** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Fernanda G Ramirez<br>Luis Ojeda<br>539 Annapolis St E<br>St Paul MN 55118-5013<br>***539 ANNAPOLIS ST E**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | THE WEST ST. PAUL REAL ESTATE AND IMPROVEMENT SYNDICATE ADDITION NO. 2 LOTS 23 AND LOT 24 BLK 39<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 15,336.20<br>1.00<br>1.00 | $15,336.20<br>$30.00<br>$30.00<br>$15,396.20 | **09-28-22-33-0079** |
| Brynn K Smith<br>869 Arlington Ave W<br>St Paul MN 55117-3311<br>***869 ARLINGTON AVE W**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO E 43 FT OF W 227 FT OF S 125 FT OF LOT 6 BLK 26<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 7,628.83<br>1.00<br>1.00 | $7,628.83<br>$30.00<br>$30.00<br>$7,688.83 | **23-29-23-24-0108** |
| Kjd Rental Properties Llc<br>7595 Currell Blvd Unit 25391<br>Woodbury MN 55125-2505<br>***2039 ASHLAND AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | MERRIAM PARK THIRD ADDITION TO THE CITY OF ST. PAUL LOT 10 BLK 1<br>** PLEASE NOTE **<br>Date Completed 4-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 14,300.00<br>1.00<br>1.00 | $14,300.00<br>$30.00<br>$30.00<br>$14,360.00 | **04-28-23-23-0015** |
| Kjd Rental Properties Llc<br>7595 Currell Blvd Unit 25391<br>Woodbury MN 55125-2505<br>***2043 ASHLAND AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | MERRIAM PARK THIRD ADDITION TO THE CITY OF ST. PAUL LOT 9 BLK 1<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 14,300.00<br>1.00<br>1.00 | $14,300.00<br>$30.00<br>$30.00<br>$14,360.00 | **04-28-23-23-0014** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Michelle Renee Livingston<br>Adam Lindberg<br>1258 Avon St N<br>St Paul MN 55117-4001<br>***1258 AVON ST N**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL N 1/2 OF VAC ALLEY ADJ AND LOT 9 BLK 8<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,516.49<br>1.00<br>1.00 | $9,516.49<br>$30.00<br>$30.00<br>$9,576.49 | **23-29-23-43-0116** |
| Kristy R Giefer<br>1268 Avon St N<br>St Paul MN 55117-4001<br>***1268 AVON ST N**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL LOT 11 BLK 8<br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 6,635.00<br>1.00<br>1.00 | $6,635.00<br>$30.00<br>$30.00<br>$6,695.00 | **23-29-23-43-0105** |
| Margaret M Utecht<br>1312 Avon St N<br>St Paul MN 55117-4004<br>***1312 AVON ST N**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL LOT 17 BLK 2<br>** PLEASE NOTE **<br>Date Completed 6-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 7,000.00<br>1.00<br>1.00 | $7,000.00<br>$30.00<br>$30.00<br>$7,060.00 | **23-29-23-43-0036** |
| Emily T Bowers<br>Christopher Bauernfeind<br>1027 Burns Ave<br>St Paul MN 55106-6718<br>***1027 BURNS AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | SUBURBAN HILLS S 1/2 OF FOL W 42 5/1O FT OF E 82 5/1O FT OF LOT 21 BLK 30<br>** PLEASE NOTE **<br>Date Completed 6-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,940.00<br>1.00<br>1.00 | $9,940.00<br>$30.00<br>$30.00<br>$10,000.00 | **33-29-22-34-0119** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Ronald C Petersen<br>Jerri Petersen<br>1615 Burns Ave<br>St Paul MN 55106-6605<br>***1615 BURNS AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | WESSEL'S ADDITION TO THE CITY OF ST. PAUL, RAMSEY CO., MINN EX ELY 15 FT LOT 22 AND ALL OF LOT 23 BLK 5<br><br>** PLEASE NOTE **<br>Date Completed 5-3( | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 12,512.63<br>1.00<br>1.00 | $12,512.63<br>$30.00<br>$30.00<br>$12,572.63 | **34-29-22-43-0139** |
| Maria C Bonilla<br>735 Burr St<br>St Paul MN 55130-4107<br>***735 BURR ST**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | STINSON'S ADDITION TO THE CITY OF SAINT PAUL IN THE STATE OF MINNESOTA LOT 24 BLK 13<br><br>** PLEASE NOTE **<br>Date Completed 3-2' | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,817.75<br>1.00<br>1.00 | $9,817.75<br>$30.00<br>$30.00<br>$9,877.75 | **29-29-22-34-0040** |
| Steven P Anderson<br>2179 Bush Ave<br>St Paul MN 55119-3942<br>***2179 BUSH AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | TILSEN'S ESSEX PARK PLAT 2 LOT 8 BLK 6<br><br>** PLEASE NOTE **<br>Date Completed 5-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,915.75<br>1.00<br>1.00 | $8,915.75<br>$30.00<br>$30.00<br>$8,975.75 | **26-29-22-44-0118** |
| Christlo C Gittens<br>750 Bush Ave<br>St Paul MN 55106-4402<br>***750 BUSH AVE**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | ARLINGTON HILLS ADDITION TO ST. PAUL 44/50 THRU 59 LOT 8 BLK 55<br><br>** PLEASE NOTE **<br>Date Complete 4-4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 12,587.50<br>1.00<br>1.00 | $12,587.50<br>$30.00<br>$30.00<br>$12,647.50 | **29-29-22-44-0039** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Andrew J Ekland<br>Brooke Ekland<br>1125 California Ave W<br>St Paul MN 55108-2201<br>***1125 CALIFORNIA AVE W**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | PART LYING S OF A LINE DESC AS BEGINNING AT A PT ON THE WEST LINE OF LOT 22 BLK 1 CLIFTON DALE RAMSEY COUNTY 86.63 FT N OF THE SW COR OF SD LOT 22 THENCE ELY TO A PT ON THE EAST<br>** PLEASE NOTE **<br>Date Completed 5-2( | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,965.00<br>1.00<br>1.00 | $9,965.00<br>$30.00<br>$30.00<br>$10,025.00 | **22-29-23-11-0195** |
| Thomas D Ososki<br>Dana Nelson<br>2360 Como Ave<br>St Paul MN 55108-1457<br>***2360 COMO AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | SUBJ TO AVE THOSE PTS OF LOT 6 AND LOT 7 BLK 22 LYING NWLY OF FOL DESC LINE; BEG AT A PT ON THE SWLY LINE OF SD LOT 6 36 FT SELY OF THE MOST WLY COR TH N 57 DEG 01 MIN 00 SEC E 33.05 FT TH N 89 DEG<br>** PLEASE NOTE **<br>Date Completed 3-2( | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 5,500.00<br>1.00<br>1.00 | $5,500.00<br>$30.00<br>$30.00<br>$5,560.00 | **20-29-23-31-0147** |
| Nou Xiong<br>1826 Cottage Ave E<br>St Paul MN 55119-4504<br>***1826 COTTAGE AVE E**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | HAYDEN HEIGHTS E 1O FT OF LOT 24 AND ALL OF LOT 23 BLK 11<br>** PLEASE NOTE **<br>Date Completed 3-1( | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,389.00<br>1.00<br>1.00 | $8,389.00<br>$30.00<br>$30.00<br>$8,449.00 | **23-29-22-32-0109** |
| Briana Schuett<br>1086 Cumberland St<br>St Paul MN 55117-4869<br>***1086 CUMBERLAND ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | HOLCOMBE'S SUBDIVISION OF LOTS 70 TO 75 INCLUSIVE OF WILKIN AND HEYWARDS OUTLOTS TO ST. PAUL, MINN. LOT 12 BLK 1<br>** PLEASE NOTE **<br>Date Completed 5-1( | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 15,931.00<br>1.00<br>1.00 | $15,931.00<br>$30.00<br>$30.00<br>$15,991.00 | **25-29-23-21-0024** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Tracy Flynn<br>1449 Dale St N<br>St Paul MN 55117-3407<br>***1449 DALE ST N**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | NORTHERN PACIFIC ADDITION TO THE CITY OF ST. PAUL, MINN. EX ALLEY LOT 11 BLK 8<br>** PLEASE NOTE **<br>Date Completed 3-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 7,964.60<br>1.00<br>1.00 | $7,964.60<br>$30.00<br>$30.00<br>$8,024.60 | **23-29-23-14-0181** |
| Christopher J Ochs<br>Gretchen Ochs<br>850 Dayton Ave<br>St Paul MN 55104-6637<br>***850 DAYTON AVE**<br>*Ward: 1<br>*Pending as of: 4/15/2025 | NININGER & DONNELLY'S ADDITION TO HOLCOMBE'S ADDITION TO ST. PAUL EX E 16 FT; LOT 5 & ALL OF LOTS 6 & 7 & E 36 FT OF LOT 8 BLK 4<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 21,340.00<br>1.00<br>1.00 | $21,340.00<br>$30.00<br>$30.00<br>$21,400.00 | **02-28-23-12-0227** |
| Christopher Moose<br>800 Delaware Ave<br>St Paul MN 55107-3551<br>***800 DELAWARE AVE**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | DAWSON'S REARRANGEMENT OF BLOCK 67 OF BANNING AND OLIVER'S ADDITION TO WEST ST. PAUL LOT 10 BLK 67<br>** PLEASE NOTE **<br>Date Completed 5-6 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 17,000.00<br>1.00<br>1.00 | $17,000.00<br>$30.00<br>$30.00<br>$17,060.00 | **07-28-22-33-0041** |
| Bradley Johnson<br>694 Desoto St<br>St Paul MN 55130-4409<br>***694 DESOTO ST**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | SUBDIVISION OF AND ADDITION TO IRVINE'S ADDITION OF OUT LOTS TO SAINT PAUL S 1/2 OF LOT 16 BLK 1<br>** PLEASE NOTE **<br>Date Completed 6-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,085.00<br>1.00<br>1.00 | $9,085.00<br>$30.00<br>$30.00<br>$9,145.00 | **32-29-22-21-0076** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Rosa Yang<br>6762 Amy Ave<br>Garden Grove CA 92845-1421<br>***912 DESOTO ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | EDMUND RICE'S FIRST ADDITION TO ST. PAUL LOT 22 BLK 9<br><br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 17,234.15<br>1.00<br>1.00 | $17,234.15<br>$30.00<br>$30.00<br>$17,294.15 | **29-29-22-31-0072** |
| Contrina L Lamb<br>Paul Lamb<br>1064 Earl St<br>St Paul MN 55106-3304<br>***1064 EARL ST**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | GOVERNOR JOHNSON ADDITION LOT 15 BLK 1<br><br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,975.00<br>1.00<br>1.00 | $8,975.00<br>$30.00<br>$30.00<br>$9,035.00 | **28-29-22-13-0012** |
| Irene E Dassier<br>1298 Edgerton St<br>St Paul MN 55130-3558<br>***1298 EDGERTON ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | JOSEPH R. WEIDE'S 2ND ADDITION TO THE CITY OF ST. PAUL LOTS 29 AND LOT 30 BLK 4<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 7,240.00<br>1.00<br>1.00 | $7,240.00<br>$30.00<br>$30.00<br>$7,300.00 | **20-29-22-43-0005** |
| Sydney E Summers<br>1437 Edgerton St<br>St Paul MN 55130-3431<br>***1437 EDGERTON ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | AUDITOR'S SUBDIVISION NO. 70 ST. PAUL, MINN. LOT 1 BLK 1<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,144.25<br>1.00<br>1.00 | $9,144.25<br>$30.00<br>$30.00<br>$9,204.25 | **20-29-22-31-0030** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Andrew Mccain<br>Elif Mccain<br>2143 Eleanor Ave<br>St Paul MN 55116-1357<br>***2143 ELEANOR AVE**<br>*Ward: 3<br>*Pending as of: 4/15/2025 | SAINT CATHERINE PARK SECOND ADDITION LOT 25 BLK 2<br><br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,986.00<br>1.00<br>1.00 | $9,986.00<br>$30.00<br>$30.00<br>$10,046.00 | **08-28-23-44-0147** |
| Leah J Henrikson<br>Matthew Henrikson<br>1045 Fairmount Ave<br>St Paul MN 55105-3123<br>***1045 FAIRMOUNT AVE**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | E. A. PHINNEY'S ADDITION TO THE CITY OF ST. PAUL LOT 28 BLK 1<br><br>** PLEASE NOTE **<br>Date Completed 3-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 12,150.00<br>1.00<br>1.00 | $12,150.00<br>$30.00<br>$30.00<br>$12,210.00 | **02-28-23-33-0110** |
| Troy S Borgersen<br>Erin Borgersen<br>1173 Forest St<br>St Paul MN 55106-2634<br>***1173 FOREST ST**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | EASTVILLE HEIGHTS S 4O FT OF LOTS 28 29 AND LOT 30 BLK 2<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,878.50<br>1.00<br>1.00 | $9,878.50<br>$30.00<br>$30.00<br>$9,938.50 | **28-29-22-22-0018** |
| Nadine Moore<br>2093 Fremont Ave E<br>St Paul MN 55119-6419<br>***2093 FREMONT AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | FOOSHE'S EAST HOME ADDITION W 32 5/1O FT OF LOT 26 AND EX W 12 5/1O FT LOT 25 BLK 3<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,609.92<br>1.00<br>1.00 | $9,609.92<br>$30.00<br>$30.00<br>$9,669.92 | **35-29-22-13-0037** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Aaron Howard<br>1424 Galtier St<br>St Paul MN 55117-4483<br>***1424 GALTIER ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | RICE STREET VILLAS SUBD ETC. VAC ALLEY ADJ AND FOL W 15 FT OF ALCOVE ST VAC ADJ AND FOL N 1O FT OF LOT 4 AND ALL OF LOT 3 BLK 1<br>** PLEASE NOTE **<br>Date Completed 4-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,870.45<br>1.00<br>1.00 | $9,870.45<br>$30.00<br>$30.00<br>$9,930.45 | **24-29-23-41-0068** |
| Doris Mae Schillinger<br>111 George St E<br>St Paul MN 55107-2915<br>***111 GEORGE ST E**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | MASEK'S REAR EX W 50 FT LOT 2 AND ALL OF LOT 3<br>** PLEASE NOTE **<br>Date Completed 3-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 25,600.00<br>1.00<br>1.00 | $25,600.00<br>$30.00<br>$30.00<br>$25,660.00 | **08-28-22-24-0003** |
| Larry Scott Blankenship<br>1115 Geranium Ave<br>St Paul MN 55106-2709<br>***1115 GERANIUM AVE E**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | CLOVERDALE, ST. PAUL, MINN. EX NWLY TRIANGULAR PART MEASURING 1O FT ON N L AND 9 FT ON W L LOT 29 BLK 3<br>** PLEASE NOTE **<br>Date Completed 3-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 3,921.00<br>1.00<br>1.00 | $3,921.00<br>$30.00<br>$30.00<br>$3,981.00 | **28-29-22-12-0169** |
| Katherine Jo Bogren<br>548 Hall Ave<br>St Paul MN 55107-2841<br>***548 HALL AVE**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | WEST ST PAUL BLKS 1 THRU 99 W 125 FT OF LOT 2 BLK 98<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 10,000.00<br>1.00<br>1.00 | $10,000.00<br>$30.00<br>$30.00<br>$10,060.00 | **07-28-22-14-0045** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sam Hansen | WEST ST PAUL BLKS 1 THRU 99 LOT 3 BLK 98 | Connection | 1.00 | 10,000.00 | $10,000.00 | **07-28-22-14-0046** |
| 556 Hall Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55107-2841 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***556 HALL AVE** | | | | | $10,060.00 | |
| *Ward: 2 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-1· | | | | | |
| Rafael Fuentes | WEST ST PAUL BLKS 1 THRU 99 LOT 4 BLK 98 | Connection | 1.00 | 10,000.00 | $10,000.00 | **07-28-22-14-0047** |
| Raquel Fuentes | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 133 Congress St E | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55107-2242 | | | | | $10,060.00 | |
| ***560 HALL AVE** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 2 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 2-1´ | | | | | |
| Eduardo Gonzalez Rebollar | HAZEL PARK DIVISION 5 TO ST. PAUL LOT 6 BLK 7 | Connection | 1.00 | 9,989.00 | $9,989.00 | **23-29-22-33-0171** |
| 1818 Hawthorne Ave E | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55119-4512 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1818 HAWTHORNE AVE E** | | | | | $10,049.00 | |
| *Ward: 6 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 6-5· | | | | | |
| Julia Marley | WILDER'S ADDITION TO ST. PAUL, MINNESOTA LOT 5 BLK 3 | Connection | 1.00 | 10,946.00 | $10,946.00 | **21-29-22-33-0083** |
| Brigitte Temple | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 860 Hawthorne Ave E | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55106-2008 | | | | | $11,006.00 | |
| ***860 HAWTHORNE AVE E** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 6 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-3· | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Raymond Beech<br>Anna Beech<br>1238 Hewitt Ave<br>St Paul MN 55104-1421<br>***1238 HEWITT AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | HERSEY WOOLSEY ADDITION EX S 8 FT FOR ALLEY LOT 5 BLK 6<br>** PLEASE NOTE **<br>Date Completed 2-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,900.00<br>1.00<br>1.00 | $9,900.00<br>$30.00<br>$30.00<br>$9,960.00 | **27-29-23-43-0005** |
| Daniel Kelly Meyers<br>818 Howell St N<br>St Paul MN 55104-1026<br>***818 HOWELL ST N**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | MIDWAY HEIGHTS LOT 20 BLK 10<br>** PLEASE NOTE **<br>Date Completed 6-3 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 7,521.00<br>1.00<br>1.00 | $7,521.00<br>$30.00<br>$30.00<br>$7,581.00 | **28-29-23-34-0068** |
| James Feesl Ii<br>Amy Feesl<br>1784 Hyacinth Ave E<br>St Paul MN 55119-4515<br>***1784 HYACINTH AVE E**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | HAZEL PARK DIVISION 5 TO ST. PAUL LOT 14 BLK 3<br>** PLEASE NOTE **<br>Date Completed 5-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,928.75<br>1.00<br>1.00 | $9,928.75<br>$30.00<br>$30.00<br>$9,988.75 | **23-29-22-33-0128** |
| Jonathan G Ochoco<br>1381 James Ave<br>St Paul MN 55105-2551<br>***1381 JAMES AVE**<br>*Ward: 3<br>*Pending as of: 4/15/2025 | LANE'S MANOR, ST. PAUL, MINNESOTA LOT 10 BLK 5<br>** PLEASE NOTE **<br>Date Completed 5-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,225.00<br>1.00<br>1.00 | $8,225.00<br>$30.00<br>$30.00<br>$8,285.00 | **10-28-23-24-0068** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Julie K G Nelson | MACALESTER VILLAS LOT 14 BLK 11 | Connection | 1.00 | 9,320.00 | $9,320.00 | **09-28-23-11-0162** |
| Christopher Nelson | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 1689 Jefferson Ave | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-2002 | | | | | $9,380.00 | |
| ***1689 JEFFERSON AVE** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 3 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-11 | | | | | |
| Anthony Sanneh | LANE'S PARK 1ST DIVISION W 1/2 OF LOT 11 AND ALL OF LOT 12 BLK 1 | Connection | 1.00 | 8,303.00 | $8,303.00 | **08-28-23-14-0044** |
| 2111 Juliet Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-1321 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***2111 JULIET AVE** | | | | | $8,363.00 | |
| *Ward: 3 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-7- | | | | | |
| Nancy Lee | KINGSFORD PLACE LOT 18 BLK 3 | Connection | 1.00 | 9,500.00 | $9,500.00 | **27-29-22-11-0160** |
| 1142 Kennard St | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-2925 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1142 KENNARD ST** | | | | | $9,560.00 | |
| *Ward: 6 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 3-1 | | | | | |
| Fartash Akradi | MICHEL'S SUBDIVISION OF BLOCK 4, STINSON'S DIVISION S 23 73/1OO FT OF E 8O FT OF LOT 29 AND E 8O FT OF LOT 30 BLK 2 | Connection | 1.00 | 13,857.00 | $13,857.00 | **36-29-23-22-0147** |
| 7395 Equestrian Way | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| Excelsior MN 55331-7776 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***661 KENT ST** | | | | | $13,917.00 | |
| *Ward: 1 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 3-2 | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Benjamin Weaver<br>848 Lafond Ave<br>St Paul MN 55104-1607<br>***848 LAFOND AVE**<br>*Ward: 1<br>*Pending as of: 4/15/2025 | CHUTE BROTHERS DIVISION NO. 13 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 13<br>** PLEASE NOTE **<br>Date Completed 6-5- | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,982.00<br>1.00<br>1.00 | $9,982.00<br>$30.00<br>$30.00<br>$10,042.00 | **35-29-23-12-0179** |
| Maishoua Chang<br>Ka Chang<br>2006 Larpenteur Ave E<br>St Paul MN 55109-4714<br>***2006 LARPENTEUR AVE E**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | REGISTERED LAND SURVEY 141 SUBJ TO AVE TRACT B<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,960.00<br>1.00<br>1.00 | $9,960.00<br>$30.00<br>$30.00<br>$10,020.00 | **23-29-22-21-0003** |
| James J Hartnett Iv<br>Anne Hartnett<br>1052 Lincoln Ave<br>St Paul MN 55105-3109<br>***1052 LINCOLN AVE**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA E 5 FT OF LOT 4 AND ALL OF LOT 3 BLK 37<br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 13,015.00<br>1.00<br>1.00 | $13,015.00<br>$30.00<br>$30.00<br>$13,075.00 | **02-28-23-32-0118** |
| Ims Rental Properties Llc<br>1935 Baihly Hills Dr Sw<br>Rochester MN 55902-4208<br>***2026 LINCOLN AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | SCOTT'S ADDITION TO ROSEDALE PARK E 1/3 OF LOT 5 AND ALL OF LOT 4<br>** PLEASE NOTE **<br>Date Completed 3-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 17,100.00<br>1.00<br>1.00 | $17,100.00<br>$30.00<br>$30.00<br>$17,160.00 | **04-28-23-32-0100** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Frances C Kramer Tr<br>Roger Kramer Tr<br>18175 County Road 34<br>Norwood MN 55368-9685<br>***666 LINCOLN AVE E**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | APARTMENT OWNERSHIP NO 33 666 LINCOLN AVENUE CONDOMINIUM UNIT NO E (E-3)<br>** PLEASE NOTE **<br>Date Completed 3-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 2,406.30<br>1.00<br>1.00 | $2,406.30<br>$30.00<br>$30.00<br>$2,466.30 | **02-28-23-41-0113** |
| Samuel Brian Singer<br>Mary Singer<br>311 Macalester St<br>St Paul MN 55105-2035<br>***311 MACALESTER ST**<br>*Ward: 3<br>*Pending as of: 4/15/2025 | MACALESTER VILLAS N 8 FT OF LOT 3 AND ALL OF LOT 2 BLK 8<br>** PLEASE NOTE **<br>Date Completed 6-3 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,114.07<br>1.00<br>1.00 | $8,114.07<br>$30.00<br>$30.00<br>$8,174.07 | **09-28-23-11-0127** |
| Maria Perez Diaz<br>1702 Margaret St<br>St Paul MN 55106-4904<br>***1702 MARGARET ST**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | G. V. BACON'S ADDITION LOT 5 BLK 7<br>** PLEASE NOTE **<br>Date Completed 6-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,985.00<br>1.00<br>1.00 | $9,985.00<br>$30.00<br>$30.00<br>$10,045.00 | **34-29-22-11-0152** |
| Nicole R Theis Mahon<br>Todd Mahon<br>1768 Marshall Ave<br>St Paul MN 55104-6005<br>***1768 MARSHALL AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | SKIDMORE & CASSEDY'S PARK ADDITION LOT 3 BLK 2<br>** PLEASE NOTE **<br>Date Completed 4-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 27,100.00<br>1.00<br>1.00 | $27,100.00<br>$30.00<br>$30.00<br>$27,160.00 | **04-28-23-12-0103** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Erick Kaardal | MERRIAM PARK SECOND ADD LOT 1 BLK 3 | Connection | 1.00 | 8,990.00 | $8,990.00 | **04-28-23-21-0001** |
| Alison Kaardal | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 1904 Marshall Ave | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55104-5913 | | | | | $9,050.00 | |
| ***1904 MARSHALL AVE** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 4 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-2 | | | | | |
| John M Neeser | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL LOT 11 BLK 10 | Connection | 1.00 | 8,904.99 | $8,904.99 | **23-29-23-43-0111** |
| Mary Neeser | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 817 Maryland Ave W | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55117-4027 | | | | | $8,964.99 | |
| ***817 MARYLAND AVE W** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 5 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 3-2 | | | | | |
| Larvel Y Bunker | COLEMAN'S SUBDIVISION OF LOT 10 BLOCK 8 ROGERS & HENDRICK'S ACRE LOTS LOT 3 | Connection | 1.00 | 8,990.00 | $8,990.00 | **23-29-23-44-0120** |
| Randy Bunker | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 1251 Maywood St | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55117-4133 | | | | | $9,050.00 | |
| ***1251 MAYWOOD ST** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 5 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-2 | | | | | |
| Tiana Otto | TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. LOT 21 BLK 10 | Connection | 1.00 | 6,946.00 | $6,946.00 | **28-29-22-43-0200** |
| 1099 Minnehaha Ave E | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55106-4621 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1099 MINNEHAHA AVE E** | | | | | $7,006.00 | |
| *Ward: 6 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 3-2 | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Elizabeth Ann Gherity | KUHL'S 2ND ADDITION TO ST. PAUL LOT 23 BLK 4 | Connection | 1.00 | 8,038.31 | $8,038.31 | **27-29-22-44-0087** |
| 1747 Minnehaha Ave E | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55106-4923 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1747 MINNEHAHA AVE E** | | | | | $8,098.31 | |
| *Ward: 7 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 6-1′ | | | | | |
| Melanie Mahon | MESSER-JESSE ADDITION LOT 5 BLK 2 | Connection | 1.00 | 8,776.13 | $8,776.13 | **23-29-23-24-0130** |
| Dominic Mahon | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 958 W Montana Ave | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55117-3320 | | | | | $8,836.13 | |
| ***958 MONTANA AVE W** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 5 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 6-1′ | | | | | |
| Christy Lou Peterson | LANE'S HIGHLAND PARK EX W 18 FT LOT 2O AND W 26 FT OF LOT 21 BLK 31 | Connection | 1.00 | 12,276.25 | $12,276.25 | **16-28-23-14-0133** |
| 1609 Montreal Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55116-2468 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1609 MONTREAL AVE** | | | | | $12,336.25 | |
| *Ward: 3 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-8· | | | | | |
| Steven H Hoelzel | GRANPORT ADDITION EX W 20 FT; LOT 11 & ALL OF LOT 9 & LOT 10 BLK 2 | Connection | 1.00 | 7,369.50 | $7,369.50 | **21-28-23-12-0105** |
| Judith Hoelzel | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 1801 Morgan Ave | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55116-2721 | | | | | $7,429.50 | |
| ***1801 MORGAN AVE** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 3 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-1: | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kelsey Kristina Larson<br>812 Nebraska Ave E<br>St Paul MN 55106-1734<br>***812 NEBRASKA AVE E**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | LAKE PHALEN ADDITION LOT 2 BLK 3<br>** PLEASE NOTE **<br>Date Completed 4-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,667.72<br>1.00<br>1.00 | $9,667.72<br>$30.00<br>$30.00<br>$9,727.72 | **20-29-22-14-0131** |
| William B Winter<br>Jennifer Winter<br>1315 Niles Ave<br>St Paul MN 55116-1632<br>***1315 NILES AVE**<br>*Ward: 3<br>*Pending as of: 4/15/2025 | G. G. WHITNEY'S ADDITION TO THE CITY OF ST. PAUL EX E 17 FT LOT 13 AND ALL OF LOT 14 BLK 1<br>** PLEASE NOTE **<br>Date Completed 4-8 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 4,885.00<br>1.00<br>1.00 | $4,885.00<br>$30.00<br>$30.00<br>$4,945.00 | **10-28-23-42-0104** |
| Lezlie A Nelson<br>1320 Niles Ave<br>St Paul MN 55116-1631<br>***1320 NILES AVE**<br>*Ward: 3<br>*Pending as of: 4/15/2025 | G. G. WHITNEY'S ADDITION TO THE CITY OF ST. PAUL LOT 11 BLK 2<br>** PLEASE NOTE **<br>Date Completed 3-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 6,398.00<br>1.00<br>1.00 | $6,398.00<br>$30.00<br>$30.00<br>$6,458.00 | **10-28-23-42-0120** |
| Nancy A Frescas<br>2537 Nokomis Ave<br>St Paul MN 55119-3219<br>***2537 NOKOMIS AVE**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | TILSEN'S LINCOLN PARK LOT 16 BLK 2<br>** PLEASE NOTE **<br>Date Completed 2-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,756.50<br>1.00<br>1.00 | $9,756.50<br>$30.00<br>$30.00<br>$9,816.50 | **23-29-22-44-0086** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kathleen M Vonvollmar<br>Mary Turner<br>1971 Orange Ave E<br>St Paul MN 55119-3260<br>***1969 ORANGE AVE E**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | HAZEL PARK DIVISION NO. 6 LOTS 18 & LOT 19 BLK 4<br><br>** PLEASE NOTE **<br>Date Completed 2-2( | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 5,599.00<br>1.00<br>1.00 | $5,599.00<br>$30.00<br>$30.00<br>$5,659.00 | **23-29-22-34-0037** |
| Wendy L Haight<br>James Black<br>1285 Osage St<br>St Paul MN 55117-4029<br>***1285 OSAGE ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL ELY 1/2 VAC ALLEY ADJ AND N 1/2 OF LOT 30 BLK 5<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,905.55<br>1.00<br>1.00 | $9,905.55<br>$30.00<br>$30.00<br>$9,965.55 | **23-29-23-34-0026** |
| Ryan A Rotter<br>Julie Rotter<br>1295 Osage St<br>St Paul MN 55117-4029<br>***1295 OSAGE ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL ELY 1/2 VAC ALLEY ADJ AND N 1/2 OF LOT 31 BLK 5<br><br>** PLEASE NOTE **<br>Date Completed 5-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,990.34<br>1.00<br>1.00 | $9,990.34<br>$30.00<br>$30.00<br>$10,050.34 | **23-29-23-34-0028** |
| Denise Dejarlais<br>1301 Osage St<br>St Paul MN 55117-4029<br>***1301 OSAGE ST**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | COMO HEIGHTS ADDITION TO THE CITY OF SAINT PAUL ELY 1/2 VAC ALLEY ADJ AND LOT 32 BLK 5<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,969.75<br>1.00<br>1.00 | $9,969.75<br>$30.00<br>$30.00<br>$10,029.75 | **23-29-23-34-0029** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Eldon Vickerman<br>Jeanine Vickerman<br>1745 Reaney St<br>St Paul MN 55106-4243<br>***1745 REANEY AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | KUHL'S 2ND ADDITION TO ST. PAUL LOT 22 BLK 3<br><br>** PLEASE NOTE **<br>Date Completed 6-4 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,987.00<br>1.00<br>1.00 | $9,987.00<br>$30.00<br>$30.00<br>$10,047.00 | **27-29-22-44-0064** |
| David J Woods<br>1816 Reaney Ave<br>St Paul MN 55119-3428<br>***1816 REANEY AVE**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | AURORA ADDITION TO ST. PAUL, MINN. LOT 6 BLK 7<br><br>** PLEASE NOTE **<br>Date Completed 5-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,995.00<br>1.00<br>1.00 | $9,995.00<br>$30.00<br>$30.00<br>$10,055.00 | **26-29-22-33-0174** |
| Alan S Wagner<br>Karli Wagner<br>172 Robie St W<br>St Paul MN 55107-2773<br>***172 ROBIE ST W**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | NELSON STEVENS AND KING'S ADDITION TO WEST ST PAUL LOT 1 BLK 2<br><br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,499.00<br>1.00<br>1.00 | $8,499.00<br>$30.00<br>$30.00<br>$8,559.00 | **07-28-22-13-0017** |
| Diana Ruth Galaviz<br>197 Robie St W<br>St Paul MN 55107-2774<br>***197 ROBIE ST W**<br>*Ward: 2<br>*Pending as of: 4/15/2025 | IRVINES ADDITION TO WEST ST. PAUL LOT 16 BLK 201<br><br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,000.00<br>1.00<br>1.00 | $9,000.00<br>$30.00<br>$30.00<br>$9,060.00 | **07-28-22-12-0162** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Warren R Loiler<br>Sharon Loiler<br>49 Ruth St N<br>St Paul MN 55119-6674<br>***49 RUTH ST N**<br>*Ward: 7<br>*Pending as of: 4/15/2025 | MIDDLE BATTLE CREEK ADDITION NO. 3 LOT 18 BLK 3<br>** PLEASE NOTE **<br>Date Completed 5-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 8,031.18<br>1.00<br>1.00 | $8,031.18<br>$30.00<br>$30.00<br>$8,091.18 | **02-28-22-24-0007** |
| Josephine A Meyer<br>1582 Sherwood Ave<br>Maplewood MN 55106-2241<br>***1582 SHERWOOD AVE**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | CAPP & FREDERICK ADDITION LOT 9 BLK 2<br>** PLEASE NOTE **<br>Date Completed 6-1 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,998.00<br>1.00<br>1.00 | $9,998.00<br>$30.00<br>$30.00<br>$10,058.00 | **22-29-22-42-0078** |
| Brandon Schwichtenberg<br>1800 Sims Ave<br>St Paul MN 55119-3402<br>***1800 SIMS AVE**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | HAZEL PARK DIVISION 4 LOT 10 BLK 3<br>** PLEASE NOTE **<br>Date Completed 4-9- | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,600.00<br>1.00<br>1.00 | $9,600.00<br>$30.00<br>$30.00<br>$9,660.00 | **26-29-22-32-0065** |
| Gilberto G Gonzalez<br>1833 Sims Ave<br>St Paul MN 55119-3401<br>***1833 SIMS AVE**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | HAZEL PARK DIVISION 4 LOTS 29 & LOT 30 BLK 2<br>** PLEASE NOTE **<br>Date Completed 4-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,748.89<br>1.00<br>1.00 | $9,748.89<br>$30.00<br>$30.00<br>$9,808.89 | **26-29-22-32-0057** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sarah Ann Kopp | REDWING ADDITION LOT 3 BLK 2 | Connection | 1.00 | 4,620.00 | $4,620.00 | **10-28-23-12-0003** |
| 1230 Saint Clair Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-2817 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1230 ST CLAIR AVE** | | | | | $4,680.00 | |
| *Ward: 3 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 3-3 | | | | | |
| Andrea Griffin | HABITATION PLAT NO. 2 LOT 29 | Connection | 1.00 | 12,250.00 | $12,250.00 | **03-28-23-43-0213** |
| 1285 Saint Clair Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-2824 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1285 ST CLAIR AVE** | | | | | $12,310.00 | |
| *Ward: 3 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-3 | | | | | |
| Jacquelynn Sims | DENSLOWS REARRANGEMENT ETC. E 1/2 OF LOT 20 & ALL OF LOT 21 BLK 2 | Connection | 1.00 | 5,653.82 | $5,653.82 | **27-29-22-42-0106** |
| 1561 Stillwater Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55106-3626 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1561 STILLWATER AVE** | | | | | $5,713.82 | |
| *Ward: 6 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-4 | | | | | |
| Teng Her | SCENIC HILLS NO. 2 LOT 9 BLK 13 | Connection | 1.00 | 9,977.25 | $9,977.25 | **35-29-22-43-0034** |
| Chongyia Her | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 2118 Suburban Ave | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55119-4611 | | | | | $10,037.25 | |
| ***2118 SUBURBAN AVE** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 7 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-2 | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Thomas M Bade | EDGWOOD E 1/2 OF VAC ALLEY ADJ AND S 1/2 OF LOT 37 AND ALL OF LOT 36 BLK 3 | Connection | 1.00 | 9,833.00 | $9,833.00 | **21-28-23-23-0066** |
| 1365 Sumner St | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55116-2638 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***1365 SUMNER ST** | | | | | $9,893.00 | |
| *Ward: 3 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-3 | | | | | |
| Benito R Diaz | DRAKE'S 2ND ADDITION TO ST. PAUL, MINN. LOTS 8 AND LOT 9 BLK 6 | Connection | 1.00 | 9,337.00 | $9,337.00 | **30-29-22-34-0078** |
| 14 Sycamore St W | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55117-5547 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***14 SYCAMORE ST W** | | | | | $9,397.00 | |
| *Ward: 1 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-6 | | | | | |
| Brian Hachey | SYLVAN PARK ADDITION TO THE CITY OF SAINT PAUL LOT 27 BLK 2 | Connection | 1.00 | 8,607.00 | $8,607.00 | **10-28-23-22-0082** |
| Ruth Thompson | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| 253 Warwick St | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55105-2452 | | | | | $8,667.00 | |
| ***253 WARWICK ST** | | *** Owner and Taxpayer *** | | | | |
| *Ward: 3 | | | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 4-2 | | | | | |
| Alycia Overbo | BRYANT'S RANDOLPH ST. ADDITION LOT 8 BLK 4 | Connection | 1.00 | 9,347.00 | $9,347.00 | **11-28-23-31-0207** |
| 948 Watson Ave | | Sewer Admin Fee | 30.00 | 1.00 | $30.00 | |
| St Paul MN 55102-3720 | | Admin Fee | 30.00 | 1.00 | $30.00 | |
| ***948 WATSON AVE** | | | | | $9,407.00 | |
| *Ward: 2 | | *** Owner and Taxpayer *** | | | | |
| *Pending as of: 4/15/2025 | | | | | | |
| | ** PLEASE NOTE ** Date Completed 5-2 | | | | | |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Djordje L Virijevic<br>Daniella Virijevic<br>475 Wheelock Pkwy W<br>St Paul MN 55117-4259<br>***475 WHEELOCK PKWY W**<br>*Ward: 5<br>*Pending as of: 4/15/2025 | TAYLOR'S WHEELOCK ADDITION LOT 2<br><br>** PLEASE NOTE **<br>Date Complete 4-8-2 | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,861.00<br>1.00<br>1.00 | $9,861.00<br>$30.00<br>$30.00<br>$9,921.00 | **24-29-23-31-0067** |
| Ta Bee<br>Pray Paw<br>1117 White Bear Ave N<br>St Paul MN 55106-3003<br>***1117 WHITE BEAR AVE N**<br>*Ward: 6<br>*Pending as of: 4/15/2025 | SECTION 27 TOWN 29 RANGE 22 EX W 125 FT THE S 60 FT MOL OF N 952 44/100 FT MOL OF PART OF NE 1/4 BET BREEN AND WHITE BEAR AVES IN SEC 27 TN 29 RN 22<br><br>** PLEASE NOTE **<br>Date Completed 5-3( | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,323.00<br>1.00<br>1.00 | $9,323.00<br>$30.00<br>$30.00<br>$9,383.00 | **27-29-22-11-0015** |
| Anthony S Galloway<br>1437 Wynne Ave<br>St Paul MN 55108-2654<br>***1437 WYNNE AVE**<br>*Ward: 4<br>*Pending as of: 4/15/2025 | LIBBY'S ADDITION TO THE CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA LOT 25 BLK 2<br><br>** PLEASE NOTE **<br>Date Completed 5-9- | Connection<br>Sewer Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>30.00<br>30.00 | 9,995.00<br>1.00<br>1.00 | $9,995.00<br>$30.00<br>$30.00<br>$10,055.00 | **27-29-23-21-0099** |

| | |
|---|---|
| Total Connection: | $965,012.42 |
| Total Sewer Admin Fee: | $2,850.00 |
| Total Admin Fee: | $2,850.00 |
| **Project Total:** | **$970,712.42** |
| **Less Total Discounts:** | **$0.00** |
| **Project Total:** | **$970,712.42** |

**95 Parcel(s)**
**0 Cert. Exempt Parcel(s)**

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1370

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1370 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-6153 | **In Control:** | City Council |
| | | | | **File Created:** | 08/28/2025 |
| **File Name:** | Replacement of Lead Water Service Line on Private Property | | | **Final Action:** | |

**Title:** Approving the City's cost of providing Replacement of Lead Water Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. 2502LDSRP, Assessment No. 254001)

| | | | |
|---|---|---|---|
| **Notes:** | | | |
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Report of Completion 2502LDSRP.254001, Assessment Roll 2502LDSRP.254001 | **Financials Included?:** | |
| **Contact Name:** | Tanya Panzer | **Hearing Date:** | |
| **Entered by:** | tanya.panzer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1370

Approving the City's cost of providing Replacement of Lead Water Service Line on Private Properties and setting date of City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. 2502LDSRP, Assessment No. 254001)

WHEREAS, pursuant to Saint Paul Administrative Code Chapter 63: Water Pipe Assessments and Chapter 504, Laws of Minnesota, the Office of Financial Services Assessment Section has prepared the attached Report of Completion of Assessment for Replacement of Lead Water Service Line on Private Properties as requested by the Property Owner under Assessment No. 254001 (File No. 2502LDSRP); and,

WHEREAS, the Office of Financial Services Assessment Section has prepared for City Council consideration the attached Assessment Roll listing the benefited property, the property owner, the service provided and the charges for the service as reported by the department providing the service; and hereby submits said Assessment Roll for City Council consideration to adopt and levy said charges as an assessment against the benefited property; now, therefore be it

RESOLVED, that the Council of the City of Saint Paul hereby accepts and approves said Report of Completion of Assessment and Assessment Roll; and be it further

RESOLVED, that a public hearing be had on said assessment on the 8th day of October 2025 at the hour of 3:30 p.m. in the Council Chambers of the Court House and City Hall Building, in the City of Saint Paul; and that the Office of Financial Services Assessment Section provide mailed and published notice of the same as required by law.

**City of Saint Paul**

Office of Financial Services
Assessment Section

COUNCIL FILE NO. _____

**REPORT OF COMPLETION OF ASSESSMENT**

File No. **2502LDSRP**

Assessment No. **254001**

In the matter of the assessment of benefits, cost and expenses for

Replacement of Lead Water Service Line on Private Properties as requested by the Property Owner.

To the Council of the City of St. Paul:

The Office of Financial Services Assessment Section hereby reports to the Council the following as a statement of the spending and financing incurred for and in connection with the making of the above improvement:

| | |
|---|---|
| Connection Fee | $21,082.00 |
| Water Admin Fee | $120.00 |
| Admin Fee | $120.00 |
| | |
| TOTAL EXPENDITURES | $21,322.00 |
| Charge To | |
| Net Assessment | $21,322.00 |

The Office of Financial Services Assessment Section further reports that it has, for each and every lot, piece or parcel of land benefiting from the improvement, assessed and levied the total sum of $21,322.00 as set forth in the attached assessment roll, in accordance with legal requirements and city policy; that the assessment has been completed as identified by the signature of the Deputy Treasurer; and that the attached assessment roll is hereby submitted to the Council for its consideration.

Date 8/25/2025 _____

Deputy Treasurer

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Lauren E Hannon<br>Peter Hannon<br>941 Grand Ave<br>St Paul MN 55105-3015<br>***941 GRAND AVE**<br>*Ward: 2<br>*Pending as of: 6/6/2025 | SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA LOT 24 BLK 27<br><br>** PLEASE NOTE **<br>Acct# 0415408 Completed 5/29/2025 | Connection<br>Water Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>40.00<br>40.00 | 7,955.00<br>1.00<br>1.00 | $7,955.00<br>$40.00<br>$40.00<br>$8,035.00 | **02-28-23-31-0079** |
| Christie Farris Oberg<br>Karl Oberg<br>157 Robie St W<br>St Paul MN 55107-2762<br>***157 ROBIE ST W**<br>*Ward: 2<br>*Pending as of: 6/6/2025 | ROBERTSONS ADDITION TO WEST ST. PAUL LOT 16 BLK 155<br><br>** PLEASE NOTE **<br>Acct# 0023877 Completed 5/28/2025 | Connection<br>Water Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>40.00<br>40.00 | 6,570.00<br>1.00<br>1.00 | $6,570.00<br>$40.00<br>$40.00<br>$6,650.00 | **07-28-22-12-0080** |
| Shiu-Chen Family Trust<br>815 Winslow Ave<br>St Paul MN 55107-3331<br>***815 WINSLOW AVE**<br>*Ward: 2<br>*Pending as of: 6/6/2025 | GENERAL RODNEY SMITH RE. LOT 5<br><br>** PLEASE NOTE **<br>Acct# 0186683 Completed 5/27/2025 | Connection<br>Water Admin Fee<br>Admin Fee<br><br>*** Owner and Taxpayer *** | 1.00<br>40.00<br>40.00 | 6,557.00<br>1.00<br>1.00 | $6,557.00<br>$40.00<br>$40.00<br>$6,637.00 | **07-28-22-44-0034** |

| | |
|---|---|
| Total Connection: | $21,082.00 |
| Total Water Admin Fee: | $120.00 |
| Total Admin Fee: | $120.00 |
| **Project Total:** | **$21,322.00** |
| **Less Total Discounts:** | **$0.00** |
| **Project Total:** | **$21,322.00** |

**3 Parcel(s)**
**0 Cert. Exempt Parcel(s)**

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1371

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1371 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-6343 | **In Control:** | City Council |
| | | | | **File Created:** | 08/28/2025 |
| **File Name:** | Delinquent Garbage Bill January to March 2025 | | | **Final Action:** | |

**Title:** Approving the City's cost of providing Collection of Delinquent Garbage Bills for service during January to March 2025, and setting date of legislative hearing for October 2, 2025 and City Council public hearing for November 5, 2025 to consider and levy the assessments against individual properties. (File No. CG2503A3, Assessment No. 250126)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Report of Completion CG2503A3.250126, Assessment Roll CG2503A3.250126 | **Financials Included?:** | |
| **Contact Name:** | Lindsay Butterfield | **Hearing Date:** | |
| **Entered by:** | lindsay.butterfield@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1371

Approving the City's cost of providing Collection of Delinquent Garbage Bills for service during January to March 2025, and setting date of legislative hearing for October 2, 2025 and City Council public hearing for November 5, 2025 to consider and levy the assessments against individual properties. (File No. CG2503A3, Assessment No. 250126)

WHEREAS, pursuant to Saint Paul Administrative Code Chapter 60: Property Service Cost Assessments, the Office of Financial Services Assessment Section has prepared the attached Report of Completion of Assessment for Final Notice for Collection of Delinquent Garbage Bills for service provided January to March 2025 under Assessment No. 250126 (File No. CG2503A3); and,

WHEREAS, the Office of Financial Services Assessment Section has prepared for City Council consideration the attached Assessment Roll listing the benefited property, the property owner, the purpose of the assessment, and the charges as reported by the department overseeing the service; and hereby submits said Assessment Roll for City Council consideration to adopt and levy said charges as an assessment against the benefited property; and

WHEREAS, a legislative hearing on said assessment is scheduled on the 2nd day of October 2025 at the hour of 9:00 a.m. in Room 330, Third Floor, City Hall Court House, in the City of Saint Paul; now, therefore be it

RESOLVED, that the Council of the City of Saint Paul hereby accepts and approves said Report of Completion of Assessment and Assessment Roll; and be it

FURTHER RESOLVED, that a public hearing be had on said assessment on the 5th day of November 2025 at the hour of 3:30 p.m. in the Council Chambers of the Court House and City Hall Building, in the City of Saint Paul; and that the Office of Financial Services Assessment Section provide mailed and published notice of the same as required by law.

**City of Saint Paul**

Office of Financial Services
Assessment Section

COUNCIL FILE NO. _____

**REPORT OF COMPLETION OF ASSESSMENT**

File No. **CG2503A3**

Assessment No. **250126**

In the matter of the assessment of benefits, cost and expenses for

Collection of delinquent Garbage Bills for services provided January through March 2025
To the Council of the City of St. Paul:

The Office of Financial Services Assessment Section hereby reports to the Council the following as a statement of the spending and financing incurred for and in connection with the making of the above improvement:

| | |
|---|---|
| Total Costs | $13,218.69 |
| TOTAL EXPENDITURES | $13,218.69 |
| Charge To | |
| Net Assessment | $13,218.69 |

The Office of Financial Services Assessment Section further reports that it has, for each and every lot, piece or parcel of land benefiting from the improvement, assessed and levied the total sum of $13,218.69 as set forth in the attached assessment roll, in accordance with legal requirements and city policy; that the assessment has been completed as identified by the signature of the Deputy Treasurer; and that the attached assessment roll is hereby submitted to the Council for its consideration.

Date 8/28/2025

Deputy Treasurer

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1407

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1407 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 2668548 | **In Control:** | City Council |
| | | | | **File Created:** | 09/03/2025 |
| **File Name:** | La Morelense Restaurant and Sweets -Change of Ownership License Approval | | | **Final Action:** | |

**Title:** Approving the application for change of ownership to the Liquor On Sale-100 seats or less, Liquor On Sale Sunday, Liquor Outdoor Service Area (Patio) and Entertainment (A) license now held by La Morelense Restaurant and Sweets Inc d/b/a La Morelense Restaurant and Sweets (License ID #20250001163) for the premises located at 1552 Como Ave.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Coleman | **Enactment Date:** | |
| **Attachments:** | Class N License Application, License Application Notification, Letter of Support | **Financials Included?:** | |
| **Contact Name:** | Monica Shaffer | **Hearing Date:** | |
| **Entered by:** | riddhi.mistry@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1407

Approving the application for change of ownership to the Liquor On Sale-100 seats or less, Liquor On Sale Sunday, Liquor Outdoor Service Area (Patio) and Entertainment (A) license now held by La Morelense Restaurant and Sweets Inc d/b/a La Morelense Restaurant and Sweets (License ID #20250001163) for the premises located at 1552 Como Ave.

WHEREAS, on June 27, 2025, La Morelense Restaurant and Sweets Inc d/b/a La Morelense Restaurant and Sweets (License ID #20250001163) applied for a change of ownership to the Liquor On Sale-100 seats or less, Liquor On Sale Sunday, Liquor Outdoor Service Area (Patio) and Entertainment (A) license for the premises located at 1552 Como Ave; and

WHEREAS, on August 11, 2025, the Department of Safety and Inspections received a letter from the Como Park Community Council stating its support for the issuance of the license; and

WHEREAS, on August 12, 2025, the Department of Safety and Inspections sent out the required License Application Notification with a response date of August 27, 2025; and

WHEREAS, in response to the notification no objections or comments were received; and

WHEREAS, the Council finds that the application is in order and there are no grounds to deny approval of the license; now, therefore, be it,

RESOLVED, the change of ownership for Liquor On Sale-100 seats or less, Liquor On Sale Sunday, Liquor Outdoor Service Area (Patio) and Entertainment (A) license is hereby approved and issued to La Morelense Restaurant and Sweets Inc d/b/a La Morelense Restaurant and Sweets (License ID #20250001163) for the premises located at 1552 Como Ave., with no existing licensing conditions.

7/22/25 This is Okay to enter

20250001163

# Class "N" License Application

**LICENSES ARE NOT TRANSFERRABLE**

Payment must be received with each application. This application is subject to review by the public.

Received
JUL 22 2025
City of Saint Paul - DSI

SAINT PAUL
SAFETY & INSPECTIONS

Saint Paul, Minnesota 55101
**Phone:** 651-266-8989
Web: www.stpaul.gov/dsi

***This application requires District Council notification prior to submission.***

| Types of License(s) being applied for: | Fee(s): |
|---|---|
| 1. License N - 100 seats or less | $5361 |
| 2. Liquor On-Sale Sunday | $200 |
| 3. Liquor Outdoor Service Area – Patio | $85 |
| 4. Entertainment A | ~~$285~~ #278. |
| 5. | |
| 6. | |
| 7. | |
| | **Total:** 5931 |

## Business Information

**Business Address:** 1552 Como Ave (Street) St Paul (City) MN (State) 55108 (Zip)

**Company Name:** La Morelense Restaurant and Sweets Inc. **Doing Business As:** La Morelense Restaurant and Sweets.

**Company Type:** Corporation ◉ Partnership ○ Sole Proprietorship ○

**Date of Incorporation:** 04/01/2025 **Date of Anticipated Opening:**

**Mailing Address:** 1552 Como Ave (Street) St Paul (City) MN (State) 55108 (Zip)

**Business Phone #:** 651-219-4746 **Email Address:** lamorelenserestaurant@gmail.com

## Applicant Information

**Applicant Name:** Maria (First) Eugenia (Middle) Rios Castro (Last)

**Title:** Owner **Date of Birth:** [redacted]

**Drivers License:** [redacted] (State / License #) **Email:** lamorelenserestaurant@gmail.com

**Home Address:** [redacted] (Street / City / State / Zip)

**Cell Phone #:** **Alternate Phone #:**

(Continued on back)

## Supplemental Required Information

**Are you going to operate this business personally?** Yes: ◉ No: ○

**If no, who will operate it?**

**Operator Name:** Cristian (First) N (Middle) Ayala-Sanchez (Last)

**Home Address:** [redacted] (Street) (City) (State) (Zip)

**Date of Birth** [redacted] **Phone #** [redacted] **Email Address:** _____

**Are you going to have a manager or assistant in this business?** Yes: ◉ No: ○

**If manager is not the same as the operator, please complete the following information:**

**Manager Name:** Cristian (First) Middle Ayala Sanchez (Last)

**Home Address:** [redacted] (Street) (City) (State) (Zip)

**Date of Birth:** [redacted] **Phone #:** [redacted] **Email Address:** [redacted]

**Please list all other officers of the corporation (Attach another sheet if applicable.)**

**Officer Name:** Maria (First) Eugenia (Middle) Rios Castro (Last)

**Title:** Owner **Email:** lamorelenserestaurant@gmail.com

**Home Address:** [redacted] (Street) (City) (State) (Zip)

**Date of Birth:** [redacted] **Phone #** [redacted]

**Officer Name:** Cristian (First) Middle Ayala Sanchez (Last)

**Title:** Manager **Email:** cristianayala0403@gmail.com

**Home Address** [redacted] (Street) (City) (State) (Zip)

**Date of Birth:** [redacted] **Phone #:** [redacted]

**Officer Name:** _____ (First) Middle Last

**Title:** _____ **Email:** _____

**Home Address:** _____ (Street) City State Zip

**Date of Birth:** _____ **Phone #:** _____

**FALSIFICATION OF ANSWERS GIVEN OR MATERIAL SUBMITTED WILL RESULT IN DENIAL OF APPLICATION**

I hereby state that I have answered all of the preceding questions and that the information contained herein is true and correct to the best of my knowledge and belief. I also hereby state that I have provided a completed District Council Notification Form to the district council representing the planning district in which my business will operate.

[redacted] _____ 6/27/2025

Applicant Signature Title Date

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
651-266-9008 | SitePlanReview@ci.stpaul.mn.us

**LICENSE APPLICATION NOTIFICATION**

License Number: 20250001163

Application for: Liquor On-Sale - 100 seats or less, Liquor On-Sale Sunday, Liquor Outdoor Service Area - Patio, Entertainment (A)

License at: 1552 Como Ave.

Licensee: La Morelense Restaurant and Sweets Inc.
Maria Rios Castro, Owner, 651-219-4746

Recommended License Conditions:

**Deadline for Response Date: August 27, 2025, at 4:30 p.m.**

If you have any comments on the license application, you must respond in writing by August 27, 2025 to:

Legislative Hearing Officer
310 City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Or email to: LH-Licensing@ci.stpaul.mn.us

If you have any questions, please contact DSI Inspector Ashley Skarda at 651-266-9013.

Notice Mailed: August 12, 2025

**District 10 Como Community Council**
1224 Lexington Parkway North
Saint Paul, MN 55103
651.644.3889
district10@district10comopark.org
www.district10comopark.org

8/11/2025

Legislative Hearing Officer
310 City Hall 15 West Kellogg Blvd.
Saint Paul, MN 55102
LH-Licensing@ci.stpaul.mn.us

Re:
**License Number:**
**Application for:** On-Sale Liquor License
**License at:** 1552 Como Ave
**Licensee:** La Morelense Restaurant and Sweets

The Como Community Council Board voted unanimously August 6 to approve the following motion:

> *The District 10 Como Community Council supports the Class N License application for on sale liquor at La Morelense Restaurant & Sweets*

Maria Castro and Cristian Ayala Sanchez were very responsive to our inquiries regarding their plans after receiving their District Council Class N notification form. We shared the application notice in our weekly newsletters and the opportunity for community members to attend our August 6 community meeting for Cristian to introduce the business and answer any questions people may have.

We appreciate the opportunity to enthusiastically support this new Como business in their license application and are excited to welcome them to the Como neighborhood. La Morelense has also participated in two of our community events and we're coordinating with them for our upcoming October 4 event which is only a block away from their restaurant. In the August 6 discussion, it was shared that La Morelense may extend their hours with a liquor license, but intend to maintain their current family friendly atmosphere. We believe the business is a positive addition to our neighborhood.

Sincerely,

Shevek McKee
Executive Director
District 10 Como Community Council

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1408

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1408 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 2668779 | **In Control:** | City Council |
| | | | | **File Created:** | 09/03/2025 |
| **File Name:** | Memorializing a City Council decision to deny the appeal of Stronger Sober House at 269 Harrison Avenue | | | **Final Action:** | |

**Title:** Memorializing a City Council decision to deny the appeal of Stronger Sober House from a Board of Zoning Appeals decision to deny a variance request to establish a 12-resident supportive housing facility on the property at 269 Harrison Avenue.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Noecker

**Enactment Date:**

**Attachments:** 269 Harrrison Ave 8.13, § 15.99 Extension Letter 6.24.2025, Agenda Harrison, Appeal Application and Supporting Documents (5), Board of Zoning Appeals Public Hearing Notice Mailing Map List, Board of Zoning Appeals Public Hearing Notice, City Council Public Hearing Notice Mailing Map List, City Council Public Hearing Notice, Comments - Combined BZA Public Comment, Garrett Engelhardt public comment, June 9 2025 BZA Meeting Minutes, Resolution, Staff Report, Zoning Variance Application Harrison

**Financials Included?:**

**Contact Name:** Josh Ladd

**Hearing Date:**

**Entered by:** riddhi.mistry@ci.stpaul.mn.us

**Ord Effective Date:**

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1408

Memorializing a City Council decision to deny the appeal of Stronger Sober House from a Board of Zoning Appeals decision to deny a variance request to establish a 12-resident supportive housing facility on the property at 269 Harrison Avenue.

WHEREAS, on May 9, 2025, Chad Unger, on behalf of Stronger Sober House (Applicant), under Zoning File No. 25-033888, for the purpose of establishing a 12-resident supportive housing facility on property commonly known as 269 Harrison Avenue, [PIN No. 012823420050] and legally

described as WHITACRE BRISBINE & MULLENS SU EX N 46 2/10 FT LOT 96 which is located in a H2 zoning district, applied to the Board of Zoning Appeals ("Board") for a variance of 516 feet from the 1,320 feet minimum distance requirement for specified congregate living facilities.
AND, WHEREAS, the said application was duly noticed for a public hearing before the Board on May 30, 2025; AND
WHEREAS, on June 9, 2025, the Board conducted a public hearing where all persons interested in the said application were afforded the opportunity to present testimony either in-person at the hearing or by the prior submission of written testimony for the record; AND
WHEREAS, Minnesota Statute § 462.357, subd. 6 provides that a city may grant a variance when the applicant for said variance establishes that there are practical difficulties in complying with the zoning ordinance; AND
WHEREAS, Minnesota Statute § 462.357, subd. 6 defines "Practical difficulties" as the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties; AND
WHEREAS, Section 61.601, of the City of Saint Paul's Legislative Code also requires variance applicants to demonstrate practical difficulties; AND
WHEREAS, on June 9, 2025, the board considered the application and the staff report dated, May 9, 2025, which is incorporated into this resolution by reference and, following deliberations regarding said application and its accompanying recommendation, the board made the following findings supporting its denial of said application, as set forth in Board of Zoning Appeals Resolution Zing File: 25-033888, which is also incorporated herein by reference as follows:

* * * *

Finding one: *The variance is in harmony with the general purposes and intent of the zoning code.*
The existing building is a single-family dwelling approved as a 12-resident sober house. The applicant is proposing to establish a 12-resident supportive housing facility to replace the existing use. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more that six (6) adult residents, for a variance of 516 feet. The variance request is consistent with the purpose and intent of § 60.103 of the zoning code to provide for housing choice and affordability. This finding is met.
Finding two: *The variance is consistent with the comprehensive plan.*
The proposed facility supports Policy H-15 of the Saint Paul Comprehensive Plan, which encourages the development of a diverse range of culturally appropriate housing types across the city to serve residents at all life stages and levels of ability. This finding is met.
Finding three: *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.*
The zoning code requires a 1,320-foot separation between specified congregate living facilities with more than six (6) adult residents to ensure their integration into the broader community and to avoid the creation of institutional clusters. The proposed facility would be located 804 feet from a specified congregate living facility.
Finding three is *not* met for the following reasons:

*i.* The applicant could house up to six individuals at this property by right without [a variance to] the required separation;

ii. The fact that this property is within 1,320 feet of another specified facility is not a practical difficulty, but rather due to the owner's choice to pursue this use at this location;
iii. It is owner's decision to pursue supportive housing rather than other available housing options;
iv. The difficulty is the result of the owner's decision to pursue supportive housing at the proposed resident number;
v. The owner has not demonstrated that there are practical difficulties to open a supportive housing facility at the number allowed by-right by the ordinance;
vi. There are other locations that the applicant could pursue within the City of Saint Paul [to open a supportive housing facility];
vii. There are other available uses for the property that would not require a variance; and
viii. The difficulty is of the applicant's making.

Finding four: *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

Finding four is *not* met:

The property could house up to six residents without triggering the need for a variance of the separation requirement. The requested variance arises not from unique circumstances of the land, but from the applicant's desire to exceed the permitted number of residents within the required separation distance. Other properties within 1,320 feet of the specified congregate living facility are in compliance with this standard. Given that the separation requirement affects other properties within the 1,320 feet proximity to the specified congregate living facility, the plight is not unique to the landowner, but general to the surrounding area.

Finding Five: *The variance will not permit any use that is not allowed in the zoning district ·where the affected land is located.*

A supportive housing facility is a permitted use in the H2 zoning district granting the variance would not allow a use otherwise prohibited in this zoning district. This finding is met.

Finding six is as follows: *The variance will not alter the essential character of the surrounding area.*

Although the proposed supportive housing facility would be within a quarter mile of a specified congregate living facility, the two facilities are separated by 7th Street West and the facility would not alter the essential character. This finding is met.

* * * *

AND, WHEREAS, on June 9, 2025, pursuant to Leg. Code § 61.702(a), the Applicant, under Zoning File No. 25-043750, duly filed an appeal from the Board's June 9, 2025, decision regarding the denial of variance from the required distance between congregate living facilities based on findings three and four; AND

WHEREAS, a public hearing on the said appeal was noticed on August 1, 2025, AND

WHEREAS, on August 13, 2025, the Council conducted a public hearing on the Applicant's appeal where all persons interested were afforded the opportunity to be heard; AND,

WHEREAS, upon conclusion of the hearings and based upon all the records and testimony presented, the Council, at the close of the public hearing, duly considered the matter and declined to grant the appeal in the applicant's favor; AND

NOW, THEREFORE, BE IT RESOLVED, based upon all files, reports, and testimony in the matter, the Council hereby denies applicant's appeal and hereby adopts the findings and recommendations of the Board of Zoning as its own. AND,

BE IT FINALLY RESOLVED, that the City Clerk provide a copy of this memorialization resolution to Appellant, Chad Unger, the Board of Zoning Appeals, and to zoning administrator Diatta.

# 269 Harrison Avenue

**ABZA 25-6**

**David Eide – Department of Safety & Inspections, Zoning Section**

SAINT PAUL
MINNESOTA

## Sec. 61.702. – Appeals to city council.

(a) The city council shall have the power to hear and decide appeals where it is alleged by the appellant that there is an error in any fact, procedure or finding made by the board of zoning appeals or the planning commission.

## Sober House

A dwelling unit occupied by more than six (6) persons, all of whom are in recovery from chemical dependency. Residents leave site for services.

Does not include facilities that receive operating revenue from governmental sources.

Property is currently approved as a 12-resident sober house.

Supportive housing is considered to be a higher intensity use than the existing sober house.

## Supportive Housing

One (1) main building, or portion thereof, on one (1) zoning lot where persons with mental illness, chemical dependency, physical or mental handicaps, and/or persons who have experienced homelessness reside and wherein counseling, training, support groups, and/or similar services are provided to the residents.

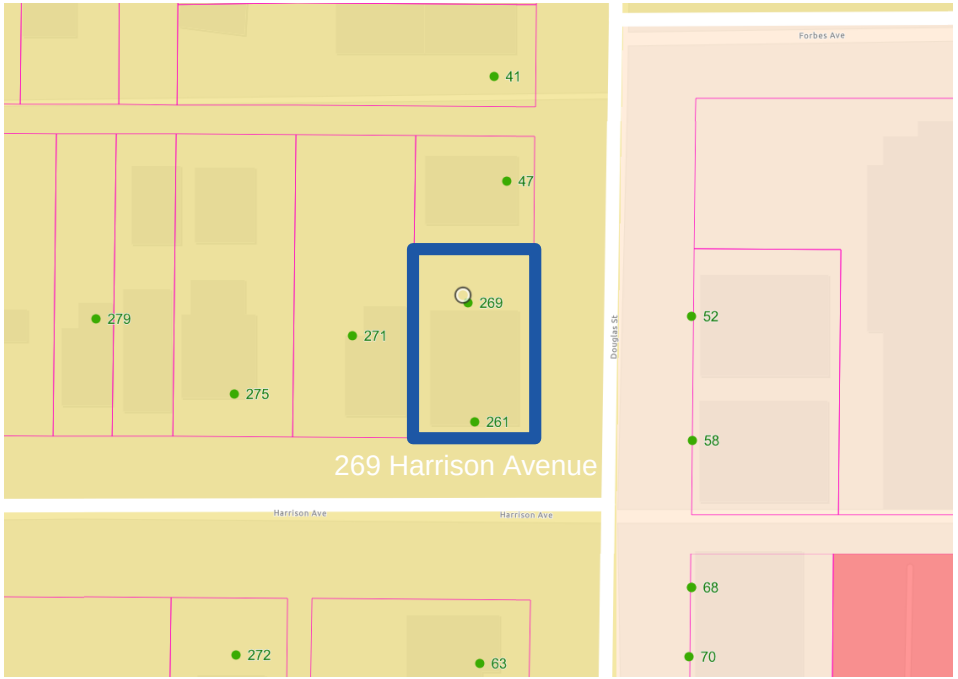
Proposed to convert to 12-resident supportive housing facility.

# Zoning Variance Request

**Existing 12-resident sober house**

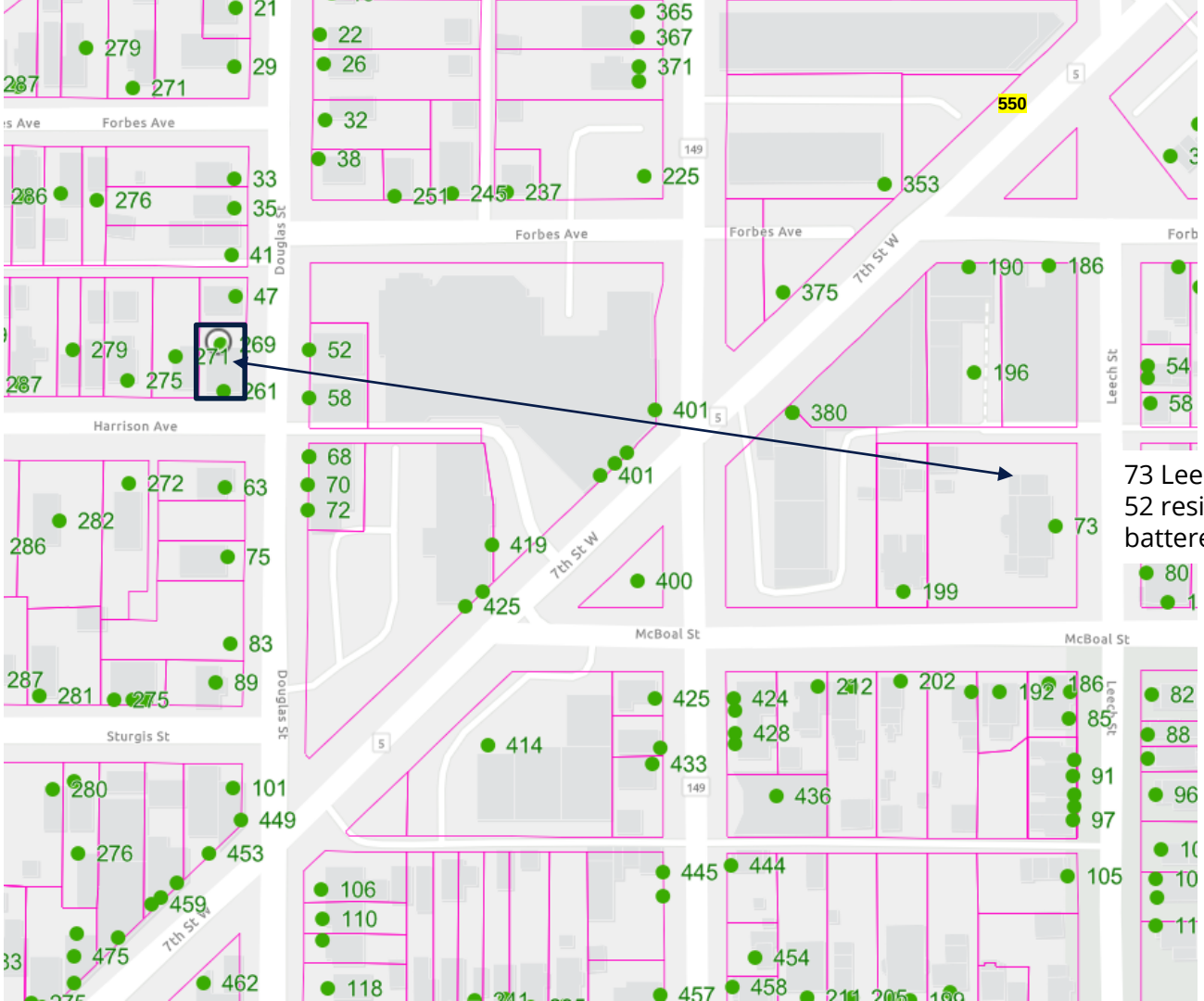
Application received May 9, 2025

The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet.




H2 – Residential District

5


Forbes Ave
Harrison Ave
Sturgis St
McBoal St
Douglas St
7th St W
Leech St
550
73 Leech Street
52 residents – shelter for
battered persons (804 feet)

# BZA Outcome

- Public hearing held on June 9, 2025
- Staff recommended denial of requested variances based on findings 1 (intent of code), 3 (practical difficulties), 4 (plight of the landowner) , and 6 (essential character)
  - **No recommendation from West 7th St / Fort Road Federation**
  - **Support: 0 people spoke, 4 letters received**
  - **Opposition: 0 people spoke, no letters received**
- Board denied based on findings 3 and 4
- Vote result: 5 of 5 members in attendance voted to deny
- Applicant submitted appeal application on June 20, 2025
  - Minnesota Statutes § 15.99 120-day deadline: September 5, 2025

- In harmony with the general purposes and intent of the zoning code
- Consistent with the comprehensive plan
- **Practical difficulties in complying with the provision (Economic considerations alone do not constitute practical difficulties)**
- **Plight is due to circumstances unique to the property, not created by the landowner**
- Will not permit unallowed use
- Will not alter the essential character of the surrounding area

**Finding 3:** *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.*

Intent of this finding is that the hardship is not self-created and the landowner cannot utilize the property in a reasonable way due to ordinance.

This request is financially driven, as their testimony primarily focused on the funding stream. The property is zoned H2, which permits multiple units. **This finding is not met.**

**Finding 4:** *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

This finding requires that the request be due to a hardship related to the property itself. The requested variance arises not from unique circumstances of the land but from the applicant's desire to establish a 12-resident supportive housing facility within the required separation distance.

The separation requirement affects other properties within 1,320 feet of the other congregate living facility in question. The plight is not unique to this property, rather, it is general to the surrounding area. **This finding is not met.**

# Next Steps

*The city council shall have the power to hear and decide appeals where it is alleged by the appellant that there is an error in any fact, procedure or finding made by the board of zoning appeals or the planning commission.*

*Request to vary Section 65.162 to allow a 12-resident supportive housing facility within 1,320 feet from a specified congregate living facility 804 feet away.*

- Grant the appeal: Property owner can establish 12-resident supportive housing facility.
- Deny the appeal: Property owner cannot establish 12-resident supportive housing facility. Sober house use may continue.

Minnesota Statutes § 15.99 120-day deadline: September 5, 2025

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

June 24, 2025

Stronger Sober House
1790 Spinaker Drive
Woodbury, MN 55125-8632

Re: Zoning Variance Application (269 Harrison Avenue – Zoning Variance File # 25-033888, City Council Appeal File # 25-043750) – Notice to extend the time limit for decision under Minnesota Statutes § 15.99

Stronger Sober House:

This letter is to notify that the city is extending the administrative review period to September 5, 2025 for this request. MN Statutes § 15.99 requires final action on a zoning application within 60-days of submission but also allows this time to be extended by providing written notice to the applicant of the extension.

This zoning variance application was submitted on May 9, 2025, and accordingly, the original 15.99 deadline was July 7, 2025. The Board of Zoning Appeals held a public hearing and denied the variance request on June 9, 2025. An appeal application was submitted on June 20, 2025 and this matter is scheduled to be heard in front of the City Council on August 13, 2025. In order to provide for time for the City Council to hear this appeal, the City is extending this deadline for the additional 60 days allowed under Minnesota Statutes § 15.99. The additional 60-day period takes effect immediately upon the expiration of the initial 60-day period. The deadline to make a final decision on your application is now September 5, 2025.

If there are any questions, contact the staff member assigned to this case at david.eide@stpaul.gov or 651-266-9088.

Sincerely,

David Eide
Zoning Inspector

# City of Saint Paul

## Meeting Agenda

## City Council

City Hall and Court House
15 West Kellogg Boulevard
Council Chambers - 3rd Floor
651-266-8560

***Council President Rebecca Noecker***
***Vice President HwaJeong Kim***
***Councilmember Anika Bowie***
***Councilmember Cheniqua Johnson***
***Councilmember Saura Jost***
***Councilmember Matt Privratsky***
***Councilmember Nelsie Yang***

**Wednesday, August 13, 2025** **3:30 PM** **Council Chambers - 3rd Floor**

**ROLL CALL**

**COMMUNICATIONS & RECEIVE/FILE**

**1** AO 25-41 Authorizing Public Works Recycling and Organized Trash fund to amend their 2025 fiscal budget for a reallocation of spending by $477,626 to purchase containers with built in compactors.

***Attachments:*** AO 25-41 Rent Correction Updated.xlsx

**2** AO 25-42 Amending spending authority within the 2025 spending budget of the Department of Public Works Administration Fund Director's Office Accounting Unit for the hiring of professional consultation services from Two Rivers Technology contractor.

***Attachments:*** Saint Paul PSA _PW PAULIE SOW.docx
AO 25-42 Consultation for Paulie - Financial Analysis.xlsx

**CONSENT AGENDA**

**Items listed under the Consent Agenda will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the Consent Agenda for separate consideration.**

**3** RES 25-1080 Amending the Public Works grant budget for a Department of Energy grant of $3,650,237 by a reduction of $325,000.

***Sponsors:*** Noecker

***Attachments:*** Financial Analysis RES PH 25-1080 ALA Reduction.xlsx

**4** RES 25-1175 Approving a Limited Use Permit with the State of Minnesota Department of Transportation for the Lafayette Trail project (that includes an indemnification clause).

***Sponsors:*** Noecker

***Attachments:*** Draft_LUP 6244-0244 Saint Paul.pdf

**5** RES 25-1176 Approving the City's cost of providing Rubbish and Garbage Clean Up services

during June 9 to 25, 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. J2527R, Assessment No. 258572)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion J2527R.258572

Assessment Roll J2527R.258572

**6** RES 25-1177 Approving the City's cost of providing Collection of Fire Certificate of Occupancy fees billed during April 2 to May 9, 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. CRT2511, Assessment No. 258210)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion CRT2511.258210

Assessment Roll CRT2511.258210

**7** RES 25-1178 Approving the City's cost of providing Excessive Use of Inspection or Abatement services billed during February 20 to March 21, 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. J2513E, Assessment No. 258324)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion J2513E.258324

Assessment Roll J2513E.258324

**8** RES 25-1179 Approving the City's cost of providing Graffiti Removal services during April 8 to 10, 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. J2511P, Assessment No. 258410)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion J2511P.258410

Assessment Roll J2511P.258410

**9** RES 25-1180 Approving the City's cost of providing Towing of Abandoned Vehicle(s) services during May to December 2024, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. J2503V, Assessment No. 258002)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion J2503V.258002

Assessment Roll J2503V.258002

**10** RES 25-1181 Approving the City's cost of providing Towing of Abandoned Vehicle(s) services during January to April 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to

consider and levy the assessments against individual properties. (File No. J2504V, Assessment No. 258003)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion J2504V.258003

Assessment Roll J2504V.258003

**11** RES 25-1182 Approving the City's cost of providing Removal of Diseased and/or Dangerous Tree(s) during June 2025, and setting date of Legislative Hearing for September 9, 2025 and City Council public hearing for October 8, 2025 to consider and levy the assessments against individual properties. (File No. 2507T, Assessment No. 259010)

***Sponsors:*** Noecker

***Attachments:*** Report of Completion 2507T.259010

Assessment Roll 2507T.259010

**12** RES 25-1206 Authorizing the Police Department (SPPD) to submit an application for funds under a Request for Proposals for the 2026 Intensive Comprehensive Peace Officer Education and Training (ICPOET) Grant Program, issued by the Minnesota Department of Public Safety (DPS).

***Sponsors:*** Noecker

**13** RES 25-1209 Supplementing the General Resolution (23-289) Relating to Water Revenue Bonds of the City; Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a Water Revenue Note in an Aggregate Principal Amount Not to Exceed $28,000,000; Providing for the issuance of a Water Revenue Note, Series 2025-1; and Authorizing Execution of a Project Loan Agreement with the Minnesota Public Facilities Authority ("Supplemental Resolution No. 3").

***Sponsors:*** Noecker

***Attachments:*** Exhibit A

**14** RES 25-1210 Authorizing issuance of and awarding the sale of two Taxable Grant Anticipation Notes for Lead Pipe Replacement in the City.

***Sponsors:*** Noecker

***Attachments:*** Exhibit A

Exhibit B

**15** RES 25-1227 Memorializing a City Council decision to deny the appeal of Mark Schwartz from a decision of the Board of Zoning Appeals denying two variance requests to establish a 22-resident supportive housing facility on the property at 438 Daly Street.

***Sponsors:*** Noecker

***Attachments:*** ABZA 25-4 - § 15.99 Extension Letter for 438 Daly Street 5.9.2025
ABZA 25-4 - Appeal Application and Supporting Documents
ABZA 25-4 - Board of Zoning Appeals Public Hearing Notice Mailing Map & List
ABZA 25-4 - Board of Zoning Appeals Public Hearing Notice
ABZA 25-4 - BZA Meeting Minutes April 14, 2025
ABZA 25-4 - BZA Meeting Minutes April 28, 2025
ABZA 25-4 - BZA Meeting Minutes May 27, 2025
ABZA 25-4 - City Council Presentation
ABZA 25-4 - City Council Public Hearing Notice Mailing Map & List
ABZA 25-4 - City Council Public Hearing Notice
ABZA 25-4 - Comments - Combined Public Comment
ABZA 25-4 - Resolution
ABZA 25-4 - Revised City Council Public Hearing Notice - New Hearing Date
ABZA 25-4 - Staff Report
ABZA 25-4 - Zoning Variance Application

**16** RES 25-1233 Establishing the rate of pay for new classification of SPRWS Training Coordinator, in Grade 038 of EG 10, Manual and Maintenance Supervisors Association. (to be laid over one week for adoption)

***Sponsors:*** Noecker

***Attachments:*** SPRWS Training Coordinator Financial Analysis Worksheet

**17** RES 25-1248 Approving a Release of Covenant and recording of a new Parkland Covenant between the City and Snelling-Midway Redevelopment, LLC pertaining to the Great Lawn Parkland Agreement.

***Sponsors:*** Bowie

***Attachments:*** Exhibit A - Current Parkland Covenant
Exhibit B - Release of Covenant
Exhibit C - Parkland Covenant

**18** RES 25-1266 Authorizing the Police Department to submit a grant application to the FY 2026 Enforcement Grant Program from the Office of Traffic Safety of the Minnesota Department of Public Safety, which includes a match requirement.

***Sponsors:*** Noecker

**19** RES 25-1271

Resolution Authorizing the Execution of the Capital Allocation Agreement for the Rivercentre Complex among City of Saint Paul, Rivcercentre Convention and Visitors Authority, and Saint Paul Arena Company, LLC

***Sponsors:*** Noecker

**20** RES 25-1130 Establishing the rate of pay for Property and Evidence Specialist, Grade 028, Employee Group 01.

***Sponsors:*** Noecker

***Attachments:*** Resolution-Financial Analysis Property and Evidence Specialist

**21** RES 25-1174 Approving the Maintenance Labor Agreement (May 1, 2025 - April 30, 2028) between the City of Saint Paul and the International Union of Painters and Allied Trades District Council #82.

***Sponsors:*** Noecker

***Attachments:*** Painters Labor Agreement 2025 - 2028

Painters Summary Agreement 2025 - 2028

**22** RES 25-1207 Approving the Memorandum of Agreement between the City of Saint Paul and AFSCME Council 5, Clerical, Local 2508 for the purpose of modifying the Grade Steps for Community Engagement Cadet and Parking Enforcement Officer.

***Sponsors:*** Noecker

***Attachments:*** AFSCME Clerical MOA Grade & Salary Revisions CEC & PEO

**23** RES 25-1280 Retaining outside counsel for cyber compliance.

***Sponsors:*** Kim

***Attachments:*** Updated City of Saint Paul - Pillsbury Engagement Letter 080725

**FOR DISCUSSION**

**24** RES 25-1196 Honoring the Saint Paul Downtown Improvement District Ambassadors for their dedication to a safe, clean, and friendly downtown.

***Sponsors:*** Noecker and Kim

**25** RES 25-1219 Appointing Kumud Verma as Chief Budget Officer for the City Council.

***Sponsors:*** Noecker

**26** RES 25-1220 Appointing Tim Greenfield as Chief Policy Officer for the City Council.

***Sponsors:*** Noecker

**ORDINANCES**

**An ordinance is a city law enacted by the City Council. It is read at three separate council meetings and becomes effective after passage by the Council and 30 days after publication in the Saint Paul Pioneer Press. Public hearings on ordinances are generally held at the second reading.**

**Final Adoption**

**27** Ord 25-43 Establishing the classifications titled Legislative Hearing Officer, Senior Legislative Hearing Officer, and Chief Legislative Hearing Officer in the unclassified service pursuant to Section 12.03.2(H) of the City Charter (must be approved by Civil Service Commission after adoption by City Council and prior to Mayor's signature).

***Sponsors:*** Noecker

***Attachments:*** Sr. Legislative Hearing Officer 2025
Legislative Hearing Officer 2025
Chief Legislative Hearing Officer 2025

**28** Ord 25-44 Amending the Appendix to Chapter 409 of the Legislative Code pursuant to Section 17.07.1 of the Charter, and Section 409.20 of the Legislative Code to expand the Energy Park Commercial Development District.

***Sponsors:*** Privratsky

***Attachments:*** Exhibit #1
Exhibit #2
Exhibit #3
Exhibit #4
Exhibit #5
Sarah Farber public comment

**Second Reading (public hearing already held)**

**29** Ord 25-46 Approving the application of Ramsey County Regional Railroad Authority (RCRRA), Saint Paul Housing and Redevelopment Authority (HRA), and St. John Evangelical Lutheran Church to rezone properties at 694 Minnehaha Avenue E et al from from I2 general industrial to H2 residential, T3 traditional neighborhood, RM2 medium-density multiple-family residential district and amending Chapter 60 of the Legislative Code pertaining to the Zoning Map. (Public hearing on July 23, 2025)

***Sponsors:*** Johnson

***Attachments:*** ZC Staff Report Packet - Hamms
LOS Zoning DBCC
Hamm's Redevelopment - PPPC Board recommendation to the City of St. Paul
Clapp Investments-DRH to Zoning Committee
5-22-25 Zoning Committee Minutes - signed
PC Action Minutes 5-30-25
Hamm's Brewery Rezoning PC Resolution Parcels 1 + 2
Hamm's Brewery Rezoning PC Resolution Parcels 3 + 4
Hamm's Brewery Rezoning PC Resolution Parcel 5
Michael Kaupa public comment o-b-o Clapp Investments
Public Testimony to CC as of 7.23
Hamms Exhibit A
Additional CC public comments

**First Reading**

**30** Ord 25-45 Changing one block of Margaret Street between Arcade Street and East 7th Street from a one-way street westbound to a two-way street in accordance with

Chapter 147 of the Legislative Code.

***Sponsors:*** Johnson

***Attachments:*** Margaret Two-Way Map.pdf

Margaret Council Presentation

**PUBLIC HEARINGS**

**Live testimony is limited to two minutes for each person. See below for optional ways to testify.**

**31** Ord 25-47 Approving an interim ordinance pursuant to Minn. Stat. § 462.355, Subd.4 pending the completion of a Zoning Study on Sober Houses and Supportive Housing Facilities.

***Sponsors:*** Bowie and Kim

**32** RES PH 25-154 Accepting grant funds, authorizing execution of a grant agreement (with indemnity obligations and other documents related thereto), and amending the operating budget with respect to the City's sponsorship of a Metropolitan Council Livable Communities Act Pre-Development Grant Program for the benefit of Face to Face at 1170 North Arcade Street (District 5, Ward 6).

***Sponsors:*** Yang and Noecker

***Attachments:*** Financial Analysis

**33** RES PH 25-170 Accepting grant funds, authorizing execution of a grant agreement (with indemnity obligations and other documents related thereto), and amending the operating budget with respect to the City's sponsorship of a Metropolitan Council Tax Base Revitalization Account Contamination Clean Up Grant for the benefit of The Rondo Community Land Trust's Mixed-Use Redevelopment at 642 Selby Avenue (District 8, Ward 1).

***Sponsors:*** Bowie

***Attachments:*** Financial Analysis - 642 Selby Ave TBRA (Rondo CLT) RES PH 25-170 Chia 07

**34** RES PH 25-167 Authorizing the Office of Financial Services to amend the budget to reflect a $49,000 grant accepted from the Minnesota Pollution Control Agency Local Climate Action Grant Program for developing a municipal fleet decarbonization plan.

***Sponsors:*** Noecker

***Attachments:*** RES PH 25-167 Financial Analysis - MPCA Local Climate Action Grant

**35** RES PH 25-169 Authorizing the acceptance of $144,958 in total grant funding from the Minnesota Department of Commerce, with no match required, for a Geothermal Planning Grant in partnership with District Energy St. Paul; authorizing the execution of a grant agreement (which includes an indemnification clause); and amending the 2025 Grant Budget.

***Sponsors:*** Noecker

***Attachments:*** Commerce_City of St Paul Geothermal Contract_G_Draft

Commerce_City_of_St_Paul_GeothermalPlanning_G_Exhibit A_B

Financial Analysis G1325701010000 2025 MN Dept of Commerce v.2

**36** PH 25-3 Public hearing regarding MnDOT's proposed capital improvements on Robert Street from Annapolis Street to Kellogg Boulevard.

***Sponsors:*** Noecker

***Attachments:*** SP6217-50_TH3_ PrelimLayout.pdf
Submittal Letter.pdf
John Traxler public comment
Bob Craft public comment
Gretchen Long public comment

**37** ABZA 25-6 Considering the appeal of Stronger Sober House to a decision of the Board of Zoning Appeals denying a variance request to establish a 12-resident supportive housing facility on the property at 269 Harrison Avenue.

***Sponsors:*** Noecker

***Attachments:*** Appeal Application and Supporting Documents
Zoning Variance Application
Staff Report
Resolution
Comments - Combined BZA Public Comment
Board of Zoning Appeals Public Hearing Notice Mailing Map & List
Board of Zoning Appeals Public Hearing Notice
June 9, 2025 BZA Meeting Minutes
§ 15.99 Extension Letter 6.24.2025
City Council Public Hearing Notice Mailing Map & List
City Council Public Hearing Notice
Garrett Engelhardt public comment
269 Harrrison Ave 8.13.2025

**LEGISLATIVE HEARING CONSENT AGENDA**

**Items listed under the Consent Agenda will receive a combined public hearing and be enacted by one motion with no separate discussion. Items may be removed from the Consent Agenda for a separate public hearing and discussion if desired.**

**38** RLH TA 25-286 Ratifying the Appealed Special Tax Assessment for property at 1753 AMES PLACE. (File No. CG2503A2, Assessment No. 250117)

***Sponsors:*** Yang

***Attachments:*** 1753 Ames Pl.Email Exchange with Hauler.06-12-2025
1753 Ames Pl.Q1 2025 Assessment Inuiry.06-12-2025

**39** RLH TA 25-315 Ratifying the Appealed Special Tax Assessment for property at 291 BATES AVENUE. (File No. CG2503A2, Assessment No. 250117)

***Sponsors:*** Johnson

***Attachments:*** 291 Bates Ave.Email Exchange with Hauler.06-16-2025
291 Bates Ave.NNPs. Q1 2025

**40** RLH TA 25-273 Ratifying the Appealed Special Tax Assessment for property at 1076 CUMBERLAND STREET (File No. CG2503A1, Assessment No. 250116)

***Sponsors:*** Kim

***Attachments:*** 1076 Cumberland St.Additional Assessment Inquiry.06-04-2025
1076 Cumberland St.Assessment Followup.06-04-2025
1076 Cumberland St.Assessment Inquiry.06-04-2025
1076 Cumberland St.Bank Response.06-04-2025
1076 Cumberland St.Email Exchange with Hauler.06-04-2025
1076 Cumberland St.Payment Research Results.06-04-2025
1076 Cumberland St.Proof of Attempted Payment.06-04-2025
1076 Cumberland St.Supplemental Assessment Info.06-04-2025

**41** RLH TA 25-275 Ratifying the Appealed Special Tax Assessment for property at 1762 ENGLEWOOD AVENUE. (File No. VB2510A, Assessment No. 258833) (Public hearing continued to August 27, 2025)

***Sponsors:*** Privratsky

***Attachments:*** 1762 Englewood Ave.Reg Notice 11-27-24.pdf
1762 Englewood Ave.Warning Ltr 12-27-24.pdf
1762 Englewood Ave.Mortimer Ltr.6-12-25
1762 Englewood WP 7-11-25
1762 Englewood Ave.Zimny Eggen email chain.7-14-25

**42** RLH TA 25-309 Deleting the Appealed Special Tax Assessment for property at 2261 SARGENT AVENUE. (File No. CG2503A1, Assessment No. 250116)

***Sponsors:*** Privratsky

***Attachments:*** 2261 Sargent Ave.Email Exchange with Hauler.7-3-2025
2261 Sargent Ave.Q1 2025 Assessment Inquiry.7-3-2025

**43** RLH TA 25-333 Ratifying the Appealed Special Tax Assessment for property at 782 SIMS AVENUE. (File No. CG2503A2 , Assessment No. 250117)

***Sponsors:*** Yang

***Attachments:*** 782 Sims Ave.Email Exchange with Hauler.7-17-2025
782 Sims Ave.Q1 2025 Assessment Inquiry.07-17-2025
782 Sims.Ticket Photos.07-17-2025

**44** RLH TA 25-342 Deleting the Appealed Special Tax Assessment for property at 2319 STANDISH STREET. (File No. CG2503A2, Assessment No. 250117)

***Sponsors:*** Privratsky

***Attachments:*** 2319 Standish St.Email Exchange with Hauler.07-22-2025
2319 Standish St.Assessment Inquiry-07-22-2025

**45** RLH TA 25-341 Deleting the Appealed Special Tax Assessment for property at 560 WHITE BEAR AVENUE NORTH. (File No. CG2503A2, Assessment No. 250117)

***Sponsors:*** Johnson

***Attachments:*** 560 White Bear Ave N.Q1 2025 Assessment Inquiry.07-21-2025
560 White Bear Ave N.Service Hold Ticket.07-21-2025
560 White Bear AveN.Service Hold Form.07-21-2025
560 White Bear Ave N.Email Exchange with Hauler.07-21-2025
560 White Bear Ave N.Hold Email Exchange with Hauler.07-21-2025

**46** RLH AR 25-61 Ratifying the assessment for the City's cost of providing Collection of Delinquent Garbage Bills for services during January to March 2025. (File No.CG2503A1, Assessment No.250116)

***Sponsors:*** Noecker

***Attachments:*** Notice Assessment Roll CG2503A1.250116

**47** RLH AR 25-62 Ratifying the assessment for the City's cost of providing Collection of Delinquent Garbage Bills for services during January to March 2025. (File No.CG2503A2, Assessment No.250117)

***Sponsors:*** Noecker

***Attachments:*** Notice Assessment Roll CG2503A2.250117

**ADJOURNMENT**

**City Council meetings are open for in person attendance, but the public may also comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting will be attached to the public record and available for review by the City Council. Comments may be submitted as follows:**

**The public may comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting will be attached to the public record and available for review by the City Council. Comments may be submitted as follows:**

**Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony by telephone is unavailable at this time.**

**Council Meeting Information**
**The City Council is paperless which saves the environment and reduces expenses. The agendas and Council files are all available on the Web (see below). Council members use mobile devices to review the files during the meeting. Using a mobile device greatly reduces costs since most agendas, including the documents attached to files, are over 1000 pages when printed.**

**Web**
**Meetings are available on the Council's website. Email notification and web feeds (RSS) of newly released minutes, agendas, and meetings are available by subscription. Visit www.stpaul.gov/council for meeting videos and updated copies of the agendas, minutes, and supporting documents.**

**Cable**
**Meetings are live on St Paul Channel 18 and replayed at various times. Check your local listings.**

# Application for a Zoning Appeal

*To/From BZA*
Zoning Section
Dept. of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
(651) 266-9008

*To/From Planning Commission*
Zoning Section
Dept. of Planning & Econ. Dev.
1400 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1634
(651) 266-6589

**Zoning office use only**
File # 25-043750
Fee 462.00
Tentative hearing date:
August 13, 2025

**Appellant Information**

Name Chad Unger
On behalf of Stronger Sober House
Address 1790 Spinaker Drive
City Woodbury State MN Zip 55125 Daytime phone 6512432343
Email Strongersoberhouse@gmail.com

**Property Location**

Project Name 269 Harrison Ave W
Address 269 Harrison Ave W, St Paul 55102

**Type of Appeal:** Application is hereby made for an appeal to the:

☐ **Planning Commission,** under the provision of Chapter 61, Section 701, Paragraph C of the Zoning Code, of a decision made by the Planning Administrator or Zoning Administrator on _____.
*(date of decision)*

☒ **Board of Zoning Appeals (BZA),** under the provisions of Chapter 61, Section 701, Paragraph C of the Zoning Code, to appeal a decision made by the Zoning Administrator on _____.
*(date of decision)*

☐ **City Council,** under the provision of Chapter 61, Section 702, Paragraph A of the Zoning Code, of a decision made by the Planning Commission or the Board of Zoning Appeals (BZA). _____
*(file number)*

**Grounds of Appeal:** Explain why you feel there has been an error in any requirement, permit, decision or refusal made by an administrative official, or an error in fact, finding, or procedure made by the Planning Commission or BZA.

See attached letter

*(Attach additional information as needed.)*

Appellant's signature _____ Date 6/9/25 City agent _____

**GROUNDS OF APPEAL**
**Stronger Sober House – 269 Harrison Avenue, Saint Paul, MN 55102**
**Zoning Appeal Under Chapter 61, Section 701, Paragraph C**
File #25-033888

We respectfully appeal the decision made by the Zoning Board on June 9, 2025, regarding our variance request for 269 Harrison Avenue. The decision denied our request to allow a supportive housing facility for 12 residents at a distance of 804 feet from another qualifying facility, instead of the required 1,320 feet.

The staff findings for **Findings 3 and 4** were found *not met*, and we respectfully submit that those conclusions were made in error, based on misinterpretation of practical difficulties and failure to recognize the unique circumstances surrounding our property.

We also note for the record:

- **Finding 1 (Zoning Intent)** and **Finding 6 (Neighborhood Character)** were found met by the Board of Zoning Appeals at the June 9, 2025 hearing and are expected to be formally adopted at the July 2025 meeting.
- **Finding 5 (Permitted Use in Zoning District)** was correctly found *met* by staff, as supportive housing is a permitted use in the H2 district.

## Finding 3: *Practical Difficulties* – Staff finding: Not met

The staff asserts that practical difficulties are not present because:

- We could reduce capacity to 6 residents to avoid the spacing requirement;
- We chose to pursue this use;
- Other properties are available elsewhere.

This assessment overlooks both the regulatory landscape and the public impact. We respectfully provide the following clarifications:

- ***Not a New Use — a Required Classification Change***

This property has already been operating successfully as a 10-bed sober home. Due to recent state mandates, we are now required to transition into a licensed Board and Lodging facility classified as "supportive housing." The use itself is unchanged — only the regulatory label has shifted. This is not a voluntary expansion; it's a **compliance action.**

- ***Loss of Beds Would Create Harm, Not Solve a Zoning Problem***

Staff suggested we reduce the number of residents to 6. Doing so would remove desperately needed housing for individuals in early recovery — those at the highest risk of relapse and overdose. We routinely turn away 5 to 20 men each week because we are full.

**More critically, we understand that the new state regulation has created a severe shortage across Saint Paul.** There is a **demand for over 700 supportive housing beds**, but **only 300 are available** — leaving a **shortfall of 400+ beds**. Denying our variance would deepen a community health crisis that Saint Paul is already struggling to manage.

- ***Relocation is Not Practically Feasible***

Suggesting we find a different property or downsize to fit the rule does not reflect the practical, financial, or social realities of supportive housing. We've already made substantial improvements, invested capital, built relationships, and created stability at this site. Relocating would not only be disruptive — it's a **prohibitive burden** and directly undermines the City's housing and recovery goals.

This situation meets the definition of **practical difficulty** under the zoning code. The barrier is not financial — it's the forced regulatory transition colliding with a spatial rule designed for different circumstances.

## Finding 4: *Unique Circumstances* – Staff finding: Not met

Staff determined that our situation is not unique because other properties are similarly affected by the 1,320-foot rule.

We respectfully disagree and submit that the following factors make our case unique:

- ***The Property Is Already in Full Operation***

This is not a speculative or proposed use. We have operated here as a 12-bed sober house for over a year, with full-time staff, compliance with safety protocols, and significant community support. The only change is a technical reclassification to comply with evolving state licensing — a change that was not initiated by us, but by state-level policy updates.

- ***Circumstances Are Not Self-Created***

Our variance request is a direct result of a **statewide regulatory change**, not an action we chose. The claim that this hardship is "self-created" ignores that the City and the State are sending conflicting messages — on one hand encouraging regulation and oversight, and on the other denying support for those attempting to comply.

- ***This Property Serves a High-Need, Underserved Population***

We serve men in recovery, including many from marginalized communities, who are at a pivotal stage in rebuilding their lives. This home is one of few in the city serving this population with 24/7 support. That social impact, combined with regulatory pressure, makes this property uniquely situated and deserving of a thoughtful, equitable variance.

## Summary of Additional Findings

- **Finding 1** (Intent of Zoning Code): Initially marked not met by staff but *found met* by the Board on June 9, 2025; to be formally adopted in July.
- **Finding 5** (Permitted Use): *Met*. Supportive housing is permitted in the H2 zoning district.
- **Finding 6** (Essential Character): Initially marked not met by staff but *found met* by the Board on June 9, 2025; to be formally adopted in July.

## Conclusion

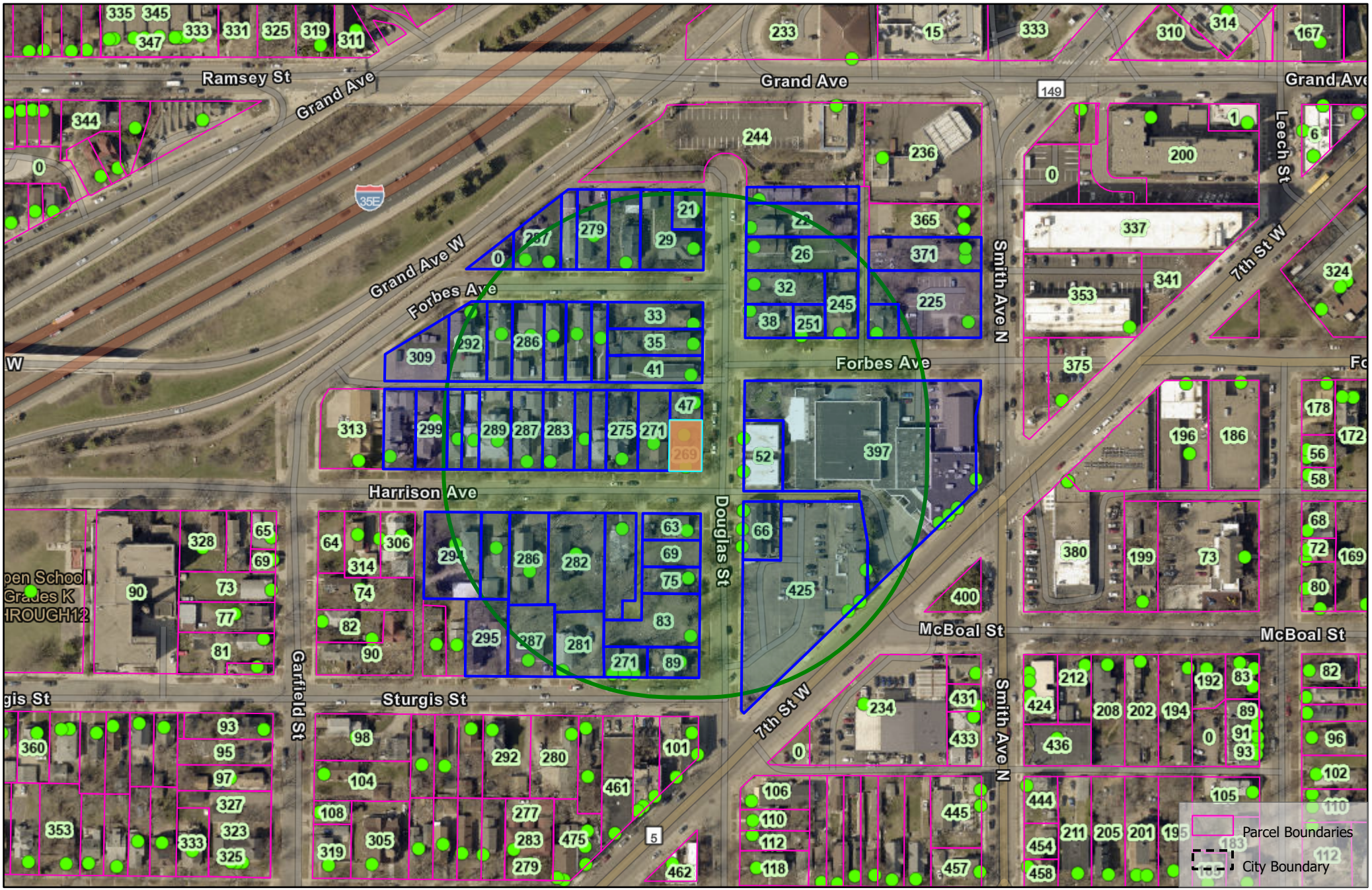
The staff's denial rests on rigid interpretations that do not reflect the real-world implications of this change. Denying this variance would harm people in recovery, shrink the city's already-limited housing options, and punish a provider attempting to follow the law in good faith.

We ask the Board of Zoning Appeals to recognize the legitimate practical difficulties and unique circumstances presented by this situation, and to approve our appeal accordingly.

Respectfully submitted,
**Chum Struve & Chad Unger**
Owners, Stronger Sober House

# 269 HARRISON AVENUE- GIS MAP

5/20/2025 11:24 AM




City of Saint Paul - Public Works, Esri Community Maps Contributors, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

0 0.02 0.04 0.08 mi

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The Geographic Information System (GIS) Data to which this notice is attached are made available pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). The GIS Data are provided to you "AS IS" and without any warranty as to their performance, merchantability, or fitness for any particular purpose. The GIS Data were developed by the City of Saint Paul for its own internal business purposes. The City of Saint Paul does not represent or warrant that the GIS Data or the data documentation are error-free, complete, current, or accurate. You are responsible for any consequences resulting from your use of the GIS Data or your reliance on the GIS Data. You should consult the data documentation for particular GIS Data to determine the limitations of the GIS Data and the precision with which the GIS Data may depict distance, direction, location, or other geographic features. If you transmit or provide the GIS Data (or any portion of it) to another user, the GIS Data must include a copy of this disclaimer.

| NAMES 58 | ADDRESS | CITY/ZIP |
|---|---|---|
| KENNETH G JOHNSON | 309 HARRISON AVE | ST PAUL MN 55102-2706 |
| 282 HARRISON AVE LLC | 1100 OVERLOOK DR | CHASKA MN 55318-9719 |
| DAVID W SISK MARGARET F SISK | 294 HARRISON AVE | ST PAUL MN 55102-2707 |
| KELLY REIDY | 290 HARRISON AVE | SAINT PAUL MN 55102-2707 |
| MICHELLE ROSS | 286 HARRISON AVE | SAINT PAUL MN 55102-2707 |
| LAWRENCE H KASELLA JR NANCY E KASELLA | 12166 GANTRY LN | APPLE VALLEY MN 55124-6203 |
| GULL LAKE RENTALS LLC | 1477 SELBY AVE | SAINT PAUL MN 55104-6331 |
| DAVID BARNETT REAL ESTATE HOLDINGS INC | 101 GORE ST UNIT 2 | CAMBRIDGE MA 02141-1222 |
| LAUREL GAMM CHARLES STEPHENS | 151 GOODRICH AVE | SAINT PAUL MN 55102-2715 |
| JOSEPH OBRIEN JESSICA MINCZESKI | 75 DOUGLAS ST | SAINT PAUL MN 55102-2745 |
| KATHLEEN M DALE TIFFANY JO FOLLETT | 299 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| BIRCHWOOD BRANCHES LLC | 3280 VESTRA WAY | CARLSBAD CA 92010-5599 |
| SHARON K LYNCH | 63 DOUGLAS ST | ST PAUL MN 55102-2745 |
| BRENDAN P HARRIS | 286 FORBES AVE | SAINT PAUL MN 55102-3520 |
| HOUSING AND REDEV AUTH ST PAUL | 25 4TH ST W STE 1100 | ST PAUL MN 55102-1634 |
| KATYNA JOHNSON | 275 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| J HARRISON LLC | 10646 KELL AVE S | BLOOMINGTON MN 55437-2931 |
| SARA E BYDZOVSKY AIDEN B SCANLON | 295 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| BILL BERNIER | 4934 QUAIL AVE N | CRYSTAL MN 55429-3647 |
| HERMANSUN LLC | 4335 FRANCE AVE S | MINNEAPOLIS MN 55410-1344 |
| SALVATION ARMY | 2445 PRIOR AVE | ROSEVILLE MN 55113-2714 |
| JENNIFER GEHLHAR | 295 STURGIS ST | SAINT PAUL MN 55102-2710 |
| SHAWN LOWELL WALKER SHAWN LOWELL WALKER | 277 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| EMILY LINDBECK | 279 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| CHC INVESTMENTS LLC | 56 MARATHON KEY WAY | PONTE VEDRA FL 32081-0000 |
| SARAH BENSON JASON BENSON | 14665 GALAXIE AVE # 350 | SAINT PAUL MN 55124-4529 |
| MARIA MARGARET ANN FINK | 279 FORBES AVE | SAINT PAUL MN 55102-2337 |
| GYASI WILLIAMS ROSEMAN | 271 FORBES ST | SAINT PAUL MN 55102-2337 |
| MICHAEL BRUMFIELD HANNAH KOSTE | 22 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| MAHTOMEDI LLC | 2136 FORD PKWY # 196 | SAINT PAUL MN 55116-2850 |
| ELOISA V SEGURA | 251 FORBES AVE | SAINT PAUL MN 55102-2303 |
| SAMUEL BRODSKY | 38 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| EMK HOLDING CO LLC | 80 VIRGINIA ST | SAINT PAUL MN 55102-2114 |
| CATHERINE RICHARDS GREGORY KOSINSKI | 272 HARRISON AVE | SAINT PAUL MN 55102-2707 |
| AMERICAN MEDICAL RESEARCH INC | 105 LAKELAND SHORES RD | LAKELAND MN 55043-9601 |
| SORDEN DESIGN LLC | PO BOX 131868 | ROSEVILLE MN 55113-0021 |
| JOSEPH H OTTO JR JASON BRACHT | 288 FORBES AVE | SAINT PAUL MN 55102-2338 |
| LAUREN L WELLS | 271 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| ANTHONY JOHN BRUMMANS | 293 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| STRONGER HOMES LLC | 1790 SPINAKER DR | WOODBURY MN 55125-8632 |
| FARRINGTON DOUGLAS LLC | 1878 70TH ST W | INVER GROVE HEIGHTS MN 55077-2228 |
| JAMES CRAM SARAH WEISS | 26 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| PAUL DICKISON | PO BOX 18400 | SAINT PAUL MN 55118-0400 |
| DANE A KUHN | 16 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| OSADCHUK PROPERTIES 5258D LLC | 10127 BRIDGWATER PKWY | WOODBURY MN 55129-8587 |
| DUSTIN P JENSEN | 29 DOUGLAS ST | SAINT PAUL MN 55102-2301 |
| RYAN M SONNACK | 280 FORBES AVE | SAINT PAUL MN 55102-6174 |
| KIRIN LAWSON NICHOLAS LAWSON | 284 FORBES AVE | SAINT PAUL MN 55102-2338 |
| JASON M TSCHIDA JOANNE M TSCHIDA | 425 7TH ST W | SAINT PAUL MN 55102-2730 |

| | | |
|---|---|---|
| SALVATION ARMY | 401 WEST 7TH ST | ST PAUL MN 55116-0325 |
| CECELIA ANN MULLIN | 276 FORBES AVE | SAINT PAUL MN 55102-2338 |
| VERNON SAYER-MAHONEY | 33 DOUGLAS ST | SAINT PAUL MN 55102-2744 |
| SARAH ELDE | 35 DOUGLAS ST | SAINT PAUL MN 55102-2744 |
| ALAN PIKE | 287 FORBES AVE | SAINT PAUL MN 55102-2337 |
| TERRENCE DUNN | 281 FORBES AVE | SAINT PAUL MN 55102-2337 |
| SARAH KLASEN | 302 SUPERIOR ST | SAINT PAUL MN 55102-3029 |
| PAUL JEAN-MARIE | 511 S 4TH ST UNIT 513 | MINNEAPOLIS MN 55401 |
| WEST SEVENTH STREET/FORT ROAD FEDERATION | 395 WEST SUPERIOR STREET | SAINT PAUL MN 55102 |

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

May 30, 2025

**PUBLIC HEARING NOTICE – BOARD OF ZONING APPEALS**

**File #:** 25-033888

**Purpose:** The applicant is proposing to establish a 12-resident supportive housing facility. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet.

**Property Address:** 269 Harrison Avenue

**Applicant:** Stronger Sober House
1790 Spinaker Drive
Woodbury, MN 55125-8632

**Date of Hearing**: Monday, June 9, 2025
**Time**: 3:00 p.m.
**Location**: 15 Kellogg Boulevard West (Room 330 – City Hall)

You may attend the hearing to express your opinion regarding this matter. You may send written comments to the Department of Safety and Inspections' staff person handling the case, David Eide, at the address listed in the letterhead above or via email to DSI-ZoningReview@stpaul.gov. Information on agenda items being considered by the Board of Zoning Appeals is available online at https://www.stpaul.gov/bza. If you have questions about this application, you may call David at 651-266-9088. Any comments and materials submitted by 2:00 p.m. on June 6, 2025 will be provided to the BZA for their review. You must include your name and address for the public record.

This property is located in the area represented by the Fort Road Federation, an independent organization that provides advisory recommendations to the City about a variety of issues. They may choose to discuss this item at a neighborhood meeting and provide a recommendation to the BZA. Please contact the Fort Road Federation at (651) 298-5599 or at fortroadfed@fortroadfederation.org if you are interested in participating in the neighborhood review process.

269 Harrison Ave – 350’ Public Hearing Notice Mailing Map



| tax-name | tax2 | tax-address | tax-city |
|---|---|---|---|
| 282 HARRISON AVE LLC | | 1100 OVERLOOK DR | CHASKA MN 55318-9719 |
| ALAN PIKE | | 287 FORBES AVE | SAINT PAUL MN 55102-2337 |
| AMERICAN MEDICAL RESEARCH INC | | 105 LAKELAND SHORES RD | LAKELAND MN 55043-9601 |
| ANTHONY JOHN BRUMMANS | | 293 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| BILL BERNIER | | 4934 QUAIL AVE N | CRYSTAL MN 55429-3647 |
| BIRCHWOOD BRANCHES LLC | | 3280 VESTRA WAY | CARLSBAD CA 92010-5599 |
| BRENDAN P HARRIS | | 286 FORBES AVE | SAINT PAUL MN 55102-3520 |
| CATHERINE RICHARDS | | 272 HARRISON AVE | SAINT PAUL MN 55102-2707 |
| CECELIA ANN MULLIN | | 276 FORBES AVE | SAINT PAUL MN 55102-2338 |
| CHC INVESTMENTS LLC | | 56 MARATHON KEY WAY | PONTE VEDRA FL 32081-0000 |
| DANE A KUHN | | 16 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| DAVID BARNETT REAL ESTATE HOLDINGS INC | | 101 GORE ST UNIT 2 | CAMBRIDGE MA 02141-1222 |
| DAVID W SISK | | 294 HARRISON AVE | ST PAUL MN 55102-2707 |
| DUSTIN P JENSEN | | 29 DOUGLAS ST | SAINT PAUL MN 55102-2301 |
| ELOISA V SEGURA | | 251 FORBES AVE | SAINT PAUL MN 55102-2303 |
| EMILY LINDBECK | | 279 HARRISON AVE | SAINT PAUL MN 55102-2706 |
| EMK HOLDING CO LLC | | 80 VIRGINIA ST | SAINT PAUL MN 55102-2114 |
| FARRINGTON DOUGLAS LLC | | 1878 70TH ST W | INVER GROVE HEIGHTS MN 55077-2228 |
| GULL LAKE RENTALS LLC | | 1477 SELBY AVE | SAINT PAUL MN 55104-6331 |
| GYASI WILLIAMS ROSEMAN | | 271 FORBES ST | SAINT PAUL MN 55102-2337 |
| HERMANSUN LLC | | 4335 FRANCE AVE S | MINNEAPOLIS MN 55410-1344 |
| HOUSING AND REDEV AUTH ST PAUL | | 25 4TH ST W STE 1100 | ST PAUL MN 55102-1634 |
| J HARRISON LLC | | 10646 KELL AVE S | BLOOMINGTON MN 55437-2931 |
| JAMES CRAM | | 26 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
| JASON M TSCHIDA | | 425 7TH ST W | SAINT PAUL MN 55102-2730 |
| JENNIFER GEHLHAR | | 295 STURGIS ST | SAINT PAUL MN 55102-2710 |
| JOSEPH H OTTO JR | | 288 FORBES AVE | SAINT PAUL MN 55102-2338 |
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| MARIA MARGARET ANN FINK | | 279 FORBES AVE | SAINT PAUL MN 55102-2337 |
| MAUREEN COSLETT | | 3896 16TH ST | SAN FRANCISCO CA 94114-0000 |
| MICHAEL BRUMFIELD | | 22 DOUGLAS ST | SAINT PAUL MN 55102-2302 |
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| RYAN M SONNACK | | 280 FORBES AVE | SAINT PAUL MN 55102-6174 |
| SALVATION ARMY | | 2445 PRIOR AVE | ROSEVILLE MN 55113-2714 |
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| SHARON K LYNCH | | 63 DOUGLAS ST | ST PAUL MN 55102-2745 |
| SORDEN DESIGN LLC | | PO BOX 131868 | ROSEVILLE MN 55113-0021 |
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| TERRENCE DUNN | | 281 FORBES AVE | SAINT PAUL MN 55102-2337 |
| VERNON SAYER-MAHONEY | | 33 DOUGLAS ST | SAINT PAUL MN 55102-2744 |

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

**August 1, 2025**

**PUBLIC HEARING NOTICE – CITY COUNCIL APPEAL**

| | |
|---|---|
| **Purpose:** | An appeal of a decision by the Board of Zoning Appeals denying a variance request to establish a 12-resident supportive housing facility. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet. |
| **Property Address:** | 269 Harrison Avenue |
| **Appeal File #:** | 25-043750 |
| **Variance File #:** | 25-033888 |
| **Appellant:** | Stronger Sober House<br>1790 Spinaker Drive<br>Woodbury, MN 55125-8632 |
| **Date of Hearing**: | Wednesday, August 13, 2025 |
| **Time**: | 3:30 p.m. |
| **Location**: | 15 Kellogg Boulevard West (City Council Chambers, 3rd Floor – City Hall) |

**City Council Meetings**

City Council meetings are open for in person attendance and live public testimony in Council Chambers and via telephone. All City Council public hearings are held at 3:30 p.m.

Interested parties who wish to speak on a specific Council Agenda item live via telephone are required to pre-register with the City Clerk. You are asked to register by 12 noon on Tuesday to participate. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.

The public may also comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting will be attached to the public record and available for review by the City Council. Comments may be submitted as follows:

Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. All information provided in the email or voicemail will be added to the public record. (For your information, e-mails will be attached as written, voicemails will be transcribed and attached in writing.)

## David Eide

**From:** Anna Wood <aewood220@gmail.com>
**Sent:** Thursday, June 5, 2025 1:49 PM
**To:** *CI-StPaul_DSI-ZoningReview
**Cc:** strongersoberhouse@gmail.com
**Subject:** Letter of Support for 269 Harrison

To whom it may concern,

My name is Anna and I am writing to you in regards to having the opportunity of experiencing sober living through Stronger Sober Living in St. Paul. I came to them through the recommendation of a peer in my outpatient recovery women's program at Elite Recovery Addiction Treatment. This woman had been able to previously live at Stronger Sober Living women's house before being stable enough to move forward with her program and healing journey. I was very nervous moving and I also knew I was unable to maintain my sobriety in my current living situation. I did not know there were residential resources available like sober living before coming into the recovery community. Having the opportunity to have a safe, comfortable, clean, respectful, and welcoming environment like Stronger Sober Living's house to call home has been extremely helpful to be able to stay sober and continue in my recovery program. The women peers, house manager, and house owners have all been very helpful and supportive, and I know I can come to any one of them with an issue that I'm struggling with and know I will get the support at the time it is needed.

I am diagnosed with celiac disease which can only be managed with a strict gluten free diet. This was a concern of mine when deciding whether community living would be a good fit. I am happy to say the kitchen is always free and clean and feels safe to be able to cook and eat with my dietary restrictions. There are no issues I have had in this aspect which is a huge relief to me and holds a lot of value in the place I call home. We work together as a house to make sure everything is well maintained and is a safe space for every resident, current or new commer.

I am happy to be able to say today I get to celebrate six months of sobriety, greatly in part to being able to live at Stronger Sober Living's house. Knowing I have the accountability, support, and safety to be able to figure out what life looks like while being sober has given me hope I will be able to maintain my sobriety when I am in a stable place to move forward with my life. It would be devastating if this resource was taken away, and so many lives would be disrupted and impacted negatively. There has already been a lot of disruption to services with Nuway outpatient program being closed down, along with several other closures. Resources are limited for people trying to learn how to be sober and stay sober from substances, and more restriction would be devastating to the recovery community here in St. Paul.

I ask that every possible avenue be explored to be able to keep Stronger Sober Living and other programs like it be able to keep their doors open for people in need.

Thank you for your time and consideration.

Sincerely,

Anna Wood

651-341-2303

## David Eide

**From:** Jenny St.Sauver <junipers999@gmail.com>
**Sent:** Thursday, June 5, 2025 1:29 PM
**To:** *CI-StPaul_DSI-ZoningReview
**Subject:** Strongersoberhouse@gmail.com

[You don't often get email from junipers999@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification ]

Hello my name is Jen and I currently live in the Harrison house. I have been in my recovery journey for 10 yrs now and have lived at a couple other sober homes in the past. This house has by far been the best for me. These are the reasons why:
The owners go above and beyond to help in all aspects of my recovery and they fix any little problem asap from the lawn mower to our laundry machines and even decorating to make it feel like a home for us.
We have a strong core group of women here that take care of each other and welcome newcomers.
Our house manager will bend over backwards to help us, whether it's with rides or getting us help in IOP or feeding us when we are low on funds.
Bottom line is, I'd be lost without this home. Everyone involved IS my family and help keep me sober one day at a time.
Jenny St.Sauver
Sent from my iPhone

## David Eide

**From:** Lucia Bethke <luciamarieb@outlook.com>
**Sent:** Thursday, June 5, 2025 1:26 PM
**To:** *CI-StPaul_DSI-ZoningReview
**Subject:** Letter of support for 269 Harrison

[You don't often get email from luciamarieb@outlook.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification ]

My name is Lucia Bethke. I have struggled with addiction since I was 15, and have been in & out of treatment since I was 18. At 23, Harrison House was my first sober house, and I am so grateful that it was. It is so well managed by Karen - who all the girls call our house mom, because she really is like a mother to us - and I feel immensely supported by all of my housemates. It's clean, there's rarely ever drama, and I feel that I've been able to come out of my shell a lot just by being in this house. Living here, I also managed to stay sober 5 months, which is the longest I ever had. Although I relapsed and had to be kicked out, I was blessed enough to get a second chance to live here, which I am grateful for everyday. Chum & Chad are both great house owners and keep up with maintenance as well.

## David Eide

**From:** Tiffiney Taylor <tiffiney.taylor13@gmail.com>
**Sent:** Friday, June 6, 2025 1:54 PM
**To:** *CI-StPaul_DSI-ZoningReview
**Cc:** Stronger Sober House
**Subject:** Letter of support for 269 Harrison Ave.

[You don't often get email from tiffiney.taylor13@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification ]

To whom it may concern,
My name is Tiffiney, I have lived at 269 Harrison since the middle of January. I am in my 14th month of sobriety from opiates. I have completed my treatment program and have chosen to remain in sober living with no rental assistance from outside sources. I have struggled to maintain my housing here as we have created a small community of women supporting women. I honestly feel that my ability to remain in sobriety has been impacted by living in the Harrison house. Women living together in a sober supportive environment has proven to increase success rates. I am currently taking the exam to become a certified peer recovery specialist. I will be working with peers outside this house to help support and guide them through their recovery. In the fall I'm planning to finish my college degree and get my masters/graduate degree in some form of addiction therapy. Living in a safe sober environment has enabled me to continue to progress in my life in sobriety. If I lose my housing I will not have anywhere to go, and most likely will drop out of my schooling. People's stigma about sober housing is so inaccurate. In the location of our home it could easily be bought and turned into college housing. Here there are curfews, UA's to ensure sobriety, no disturbances to the community, no issues with drunken nonsense in the middle of the night. Everyone here is community involved, in outpatient and working hard to better their lives Harrison house has supported that, and encouraged it. I have lived in other sober homes and believe this is the way to long term recovery if the recourses and structure are utilized. Thank you for your time and consideration.
Kindly,
Tiffiney T

Sent from my iPhone

**From:** Garrett Engelhardt
**To:** CouncilHearing (CI-StPaul); *CI-StPaul_Contact-Council
**Subject:** Objection to Appeal File #25-043750
**Date:** Friday, August 8, 2025 9:13:59 AM
**Attachments:** Objection to Appeal File #25-043750.pdf

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Some people who received this message don't often get email from 282harrisonavellc@gmail.com. Learn why this is important

Good Morning,

I am submitting a written statement regarding Appeal File #25-043750 and Variance File #25-033888, objecting to the establishment of a supportive housing facility near my property.

Please see the attached statement, and **if someone could confirm this was received and entered into public record** for the hearing on Wednesday August 13th at 3:30pm, I would greatly appreciate it. Also, since I cannot attend, how do I learn the outcome of this hearing?

Thank you for your attention to this matter.

Garrett Engelhardt
282 Harrison Ave
612-743-0138

**Garrett Engelhardt**
Owner, 282 Harrison Avenue
St. Paul, MN 55103
612-743-0138
282harrisonavellc@gmail.com

**Date:** August 8, 2025

**To:**
City of St. Paul City Council
15 Kellogg Blvd. West
St. Paul, MN 55102

**Subject: Objection to Variance Request for Supportive Housing Facility**

**Appeal File #25-043750**

**Variance File #25-033888**

Dear Council Members,

As the property owner of a multi-family apartment building at 282 Harrison Avenue, I am strongly opposed to the proposed variance to allow the establishment of a 12-resident supportive housing facility within 804 feet of a specified congregate living facility near my property. The current zoning code requires a minimum separation of 1,320 feet for facilities with more than six residents, a rule that was put in place to maintain neighborhood balance, minimize over-concentration of such facilities, and protect the character and investment stability of residential areas. Granting a variance that reduces this distance by 516 feet sets a dangerous precedent, undermining the integrity of the zoning code and potentially exposing nearby properties to adverse impacts.

The proximity of such a high-capacity facility to my investment property presents significant concerns regarding tenant stability, public perception, and the long-term viability of the asset. Multi-family tenants often seek quiet, predictable residential environments, and the introduction of a large supportive housing facility nearby—particularly one serving a transitional or potentially high-need population—may lead to increased tenant turnover, difficulty leasing units, and a decline in property value. Additionally, the neighborhood may experience increased pressure on parking, local services, and general cohesion, which disproportionately affects existing residents and property owners.

Zoning laws exist to ensure orderly development and protect property owners, tenants, and the broader community. A variance of this magnitude is not a minor adjustment—it is a significant departure from the established planning framework. If approved, it erodes the trust that property owners have in zoning consistency and opens the door to further encroachments that could destabilize our neighborhoods. I urge the city to uphold the 1,320-foot separation requirement and deny this variance request to preserve the integrity of our zoning code and protect the rights and expectations of existing property owners and residents.

Thank you for your time and consideration.

Sincerely,
**Garrett Engelhardt**
Owner, 282 Harrison Avenue
St. Paul, MN 55103

GENERAL MINUTES
THE BOARD OF ZONING APPEALS
ROOM 330 – CITY HALL
SAINT PAUL, MINNESOTA
JUNE 9, 2025

| BOARD MEMBERS PRESENT | STAFF PRESENT | |
|---|---|---|
| Daniel Miller | David Eide | DSI |
| Jerome Benner II | Yaya Diatta | DSI |
| Robert Clarksen | Maxine Linston | DSI |
| Megan Dayton | Josh Ladd | City Attorney |
| Brian Martinson | | |

ABSENT BOARD MEMBERS: Marilyn Porter, Chris Schweitzer

APPROVAL OF MINUTES:

April 14, 2025 – Moved By: Benner II / Second By: Martinson, Approved 5-0

April 28, 2025 – Moved By: Dayton / Second By: Martinson, Approved 5-0

May 27, 2025 – Moved BY: Dayton / Second By: Martinson, Approved 4-0 with 1 Abstention (Benner II)

APPROVAL OF RESOLUTION: 709 University Avenue West (25-019012)

Moved By: Martinson, Second By: Dayton, Approved 4-0 with 1 Abstention (Benner II)

***Old Business*:** None

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***New Business***

| FILE # | NAME | MOVED | SECONDED | VOTE | ACTION |
|---|---|---|---|---|---|
| 25-029918 | 315 Morton Street West – Lobsang Yeshi | Benner II | Dayton | 5-0 | Approved |
| 25-031469 | 380 Victoria Street North – Independent School District 625 | Dayton | Benner II | 5-0 | Approved |
| 25-033875 | 519 Farrington Street – Stronger Sober House | Benner II | Dayton | 5-0 | Denied |
| 25-033888 | 269 Harrison Avenue – Stronger Sober House | Martinson | Benner II | 5-0 | Denied |
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Submitted by: Maxine Linston

Maxine Linston
Maxine Linston (Jul 22, 2025 10:34 CDT)

David Eide

David Eide
David Eide (Jul 22, 2025 10:23 CDT)

Approved by: Marilyn Porter, Secretary

Marilyn Porter
Marilyn Porter (Jul 22, 2025 10:24 CDT)

# BOARD OF ZONING APPEALS HEARING MINUTES

THE BOARD OF ZONING APPEALS
ROOM 330 – CITY HALL
SAINT PAUL, MINNESOTA
JUNE 9, 2025

The recording of this Board of Zoning Appeals meeting is available on the Board of Zoning Appeals website: https://www.stpaul.gov/bza

PRESENT: Members of Board of Zoning Appeals: Mr. Miller, Mr. Benner II, Mr. Clarksen, Ms. Dayton, Mr. Martinson

Department of Safety and Inspections: Mr. Eide, Mr. Diatta, Ms. Linston

Legal: City Attorney Josh Ladd

ABSENT: Ms. Porter, Mr. Schweitzer

*The meeting was chaired by Daniel Miller and began at 3:00 p.m.*

Chair Miller called the meeting to order and noted that David Eide was present in-person with Yaya Diatta attending remotely from the Department of Safety and Inspections, Josh Ladd was the legal counsel, and Maxine Linston was the secretary. He requested that Maxine Linston conduct a roll call of those in attendance. Board members Clarksen, Dayton, Martinson, Benner II, and Miller were in attendance. Chair Miller announced that the first order of business was the approval of the minutes from three meetings and asked if they could be batched together. Board member Benner noted that if members wanted to abstain from certain meeting minutes, batching should be reconsidered. Chair Miller proceeded with the approval of each set of minutes individually.

**Approval of Minutes**: April 14, 2025

Chair Miller asked for discussion or a motion regarding the April 14, 2025 meeting minutes. Mr. Benner moved approval and Martinson seconded. Miller asked Maxine Linston to conduct a roll call vote. A roll call vote was conducted with Clarksen, Benner II, Dayton, Martinson, and Miller voting to approve. The motion passed.

**Move by: Benner II / Second by: Martinson** **Approved 5-0**

**Approval of Minutes**: April 28, 2025

Chair Miller asked for discussion or a motion regarding the April 28, 2025 meeting minutes. Dayton moved approval and Martinson seconded. Miller asked Maxine Linston to conduct a roll call vote. A roll call vote was conducted with Clarksen, Benner II, Dayton, Martinson, and Miller voting to approve. The motion passed

**Move by: Dayton / Second by: Martinson** **Approved 5-0**

**Approval of Minutes:** May 27, 2025

Chair Miller asked for discussion or a motion regarding the May 27, 2025 meeting minutes. Dayton moved approval and Martinson seconded. Miller asked Maxine Linston to conduct a roll call vote. A roll call vote was conducted with

Martinson, Dayton, Clarksen and Miller voting to approve with Benner abstaining. The motion passed in a 4-0 vote with Benner abstaining.

**Move by: Dayton / Second by: Martinson** **Approved 4-0, 1 abstention**

**Approval of Resolution**: 709 University Avenue West (25-019012)

Chair Miller asked for discussion or a motion pertaining to the resolution for 709 University Avenue West. Martinson moved approval and Dayton seconded. Miller asked Maxine Linston to conduct a roll call vote. A roll call vote was conducted with Clarksen, Martinson, Dayton, and Miller voting to approve with Benner II abstaining.

**Move by: Martinson / Second by: Dayton** **Approved 4-0, 1 abstention**

***Old Business***: None

***New Business***:

**315 Morton Street West:**

Chair Miller read the purpose statement. The variance request pertains to a side yard setback to convert this single-family dwelling into a religious institution. David Eide presented the staff report recommending approval of the requested side yard setback variance based upon findings one through six. He noted that no recommendation was received from the District Council and one letter was received speaking against the request and one with concerns.

Chair Miller called up the applicant, Lobsang Yeshi, 3039 Hemlock Street, Little Canada, MN who spoke about the request. Charlie Berg with Busch Architects, 310 4th Avenue South, Minneapolis, MN, introduced himself as the designer for the project. Christopher Huntley, 401 Groveland Avenue, Minneapolis, MN introduced himself as the attorney representing the applicant. The Board did not have any questions for the applicant.

Chair Miller asked if anyone was present to speak in favor of the request. Howard Winters, 310 Morton Street West, Saint Paul, MN, asked for clarification about the request was about. David Eide responded that the request was for the setback between the eastern wall of the building and the property line. Winters spoke about a fence line. Benner asked if the individual was supportive of the request. Winters responded that he was not objecting to what was proposed and was explaining the history.

Chair Miller asked if anyone was present to speak in favor of the request. Nobody approached. Chair Miller asked if anyone was present to speak in opposition to the request. Nobody approached. Benner made a motion to approve the request, in alignment with the staff recommendation. Dayton seconded. Chair Miller requested that Maxine Linston conduct a roll call vote. A roll call vote was conducted with Martinson, Clarksen, Dayton, Benner II, and Miller voting in favor. The motion passed.

**Moved by: Benner II / Second by: Dayton** **Approved 5-0**

**380 Victoria Street North:**

Chair Miller read the purpose statement. The applicant was requesting two variances to reconstruct a loading area along St. Anthony Avenue at Maxfield Elementary School. One variance was pertaining to the required landscaping and setback, and the other was pertaining to required screening. David Eide presented the staff report recommending approval of the requested variances based upon findings one through six. He noted that no recommendation was received from District 8 – Summit University Planning Council and that no correspondence was received regarding the request.

Chair Miller asked what the fence on the roof was for. David Eide stated that the fence was likely to prevent persons from getting onto the roof.

Chair Miller called the applicant forward. The applicant, Griffin Dempsey, 2645 Glenbrook Avenue North, Oakdale, MN, introduced himself as a civil engineer with Design Tree Engineering and Land Surveying representing Saint Paul Public Schools for this project. Dempsey stated that the electrical transformer, new trash enclosure, and necessary maneuvering space for a box truck create difficulties to comply with the ordinance. Miller and Clarksen asked clarifying questions about the layout. Benner asked if a gate would be in front of the driveway. Dempsey responded that there would not be a gate.

Miller asked if anyone was present to speak in favor or against the request. Nobody stepped forward. Dayton moved approval of the requests, in alignment with the staff recommendation. Benner seconded. Chair Miller requested that Maxine Linston conduct a roll call vote. A roll call vote was conducted with Martinson, Clarksen, Benner II, Dayton, and Miller voting to approve the requests. The motion passed.

**Moved by: Dayton / Second by: Benner II** **Approved 5-0**

**519 Farrington Street:**

Chair Miller read the purpose statement for the request, which is to establish an 11 resident supportive housing facility within 1,320 feet of three other supportive housing facilities, the closest of which his 736 feet away. David Eide presented the staff report recommending denial of the requested variance based upon findings 1, 3, 4, and 6. No recommendation was received from District 7 - Frogtown Neighborhood Association. Two letters were received supporting the request from residents of the property and a transcribed voicemail was received speaking against from a nearby property owner. The Board did not have any questions.

Chair Miller called up the applicant. Chad Unger, 1790 Spinaker Drive, Woodbury, MN 55125, spoke about the request. Chum Struve, 1790 Spinaker Drive, Woodbury, MN 55125, added additional information. Benner asked a question if fewer residents would mean lower costs in running the facility. Chad Unger explained that the proposed meals and staffing proposed would add costs and reducing the number of individuals would make it more difficult financially. Chad Unger explained that fewer people would mean less meal costs, however, the other fixed costs would remain flat, including the staffing. Chum Struve explained that the food provider requires a minimum number of people to provide the food to.

Josh Ladd, City Attorney, stated that state law and the City ordinance does not allow variances to be granted based upon finances. Chum Struve asked about prior variances. Josh Ladd responded that each request is examined separately, and other requests were not necessarily supported by the City Attorney's Office. Board member Benner noted the multiple supportive housing facilities in the same area and noted that financial considerations cannot be the primary driver when approving a variance. Chad Unger noted that the spirit of the use was not changing besides the adding of meals.

Chum Struve added that the property is currently operating as a sober house and that a different property would be chosen if it were not already operating as a sober house. Josh Ladd, City Attorney, noted that sober homes are supposed to be financially self sufficient and not receiving money from the federal or state government. They were supposed to be self-supporting homes for persons in recovery from substance use to live together for more than six months. He stated that the sober home ordinance was not being followed the way that it was intended.

Clarksen asked what event caused this request. Chair Miller stated that it was regarding funding. Josh Ladd, City Attorney, noted that Evergreen and NUWAY were being investigated for violating the anti-kickback statute which prompted a lot of applications to switch to supportive housing in the sober house community. He stated that their office has been in communication with DHS as they consider their proposals. David Eide stated that the use was changing from a sober house to supportive housing, which is what triggered the different requirements. Benner reiterated that the new use has different standards.

Chair Miller noted that all decisions can be appealed. Chad Unger stated that the use changes but practically, the impact would not be different. Chum Struve noted the residents' letters speaking in support and that the sober house was financially stable prior to the recent changes. Chair Miller noted that the findings do not seem to be met. Martinson noted that variances are intended as a deviation from the rules based upon something unique to the property, for example a uniquely shaped piece of land, rather than a class of property owners.

Martinson noted that the legislature changed the name from sober house to recovery residence and otherwise, there are not changes at the state level at this time. He stated that a denial would allow the applicant to take their case to the City Council. Chair Miller asked if anyone was present to speak in favor of the request. Nobody approached. Chair Miller asked if anyone was present to speak in opposition. William Hanson, 515 Farrington Street, Saint Paul, MN spoke against the requested variance. Chair Miller asked if anyone else wanted to speak against the request. Nobody else approached.

Chum Struve approached and responded to the public comment stating that Chad Unger no longer is the manager at the property, and they have a different manager currently.

Board member Benner made a motion moving denial of the request based upon findings 1, 3, 4, and 6, in alignment with the staff recommendation. Dayton seconded. Chair Miller requested that Maxine Linston conduct a roll call vote. A roll call vote was conducted with Martinson, Clarksen, Benner II, Dayton, and Miller voting to approve the motion to deny the requested variance. The motion passed to deny the request.

**Moved by: Benner II / Second by: Dayton** **Denied 5-0**

### 269 Harrison Avenue:

Chair Miller read the purpose statement for the request, which was to vary the distance requirement, typically 1,320 feet, associated with establishing a 12-resident supportive housing facility. The proposed facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet. David Eide presented the staff report recommending denial of the requested variance based upon findings 1, 3, 4, and 6. No recommendation was received from District 9 – West 7th/Fort Road Federation. Four letters were received supporting the request from residents of the property itself.

Board member Benner asked if the other facility was a shelter for battered persons. David Eide answered that it indeed was. Benner asked how many persons were at the shelter for battered persons and how it functions compared to this proposed facility. David Eide stated that it is a 52-resident shelter for battered persons that is 804 feet away. Chair Miller called the applicants forward. Chad Unger, 1790 Spinaker Drive, Woodbury, MN 55125 and Chum Struve, 1790 Spinaker

Drive, Woodbury, MN 55125, introduced themselves as the applicants. Chad Unger asked if they needed to repeat their statement, as he felt that the prior conversation about the previous application was relevant to this application. Clarksen asked if it was the same statement. Josh Ladd, City Attorney, stated that would be sufficient if the applicant stated that they wanted the board to remember the prior conversation about the other similar request. Clarksen stated that they do not need to reread the statement, however, they should read new information into the record.

Josh Ladd, City Attorney, stated that applicants would also be able to speak to the City Council. Chad Unger stated that the facility is different than the nearby facility and is less of a residential neighborhood. Board member Clarksen asked the applicants about the unique circumstances regarding the property. Chad Unger answered that the facility is very different than the nearby shelter.

Chum Struve stated that the prior operator operated the sober home at this property for 10 years and they had operated it as a sober house for two years. Benner asked what services will be added. Chad Unger stated that they would add 24-hour staffing and three meals a day. Clarksen asked if the staff are also receiving the sober services. Chad Unger answered that, no, the staff would not be receiving services although they would be like mentors. Benner asked if they provide transportation to their clients. Chum Struve answered that they do not and the residents attend treatment elsewhere. Chum Struve stated that they try to connect their clients to resources but do not provide transportation themselves.

Board member Martinson stated that this was not the right route for establishing this use, as the variance would run with the property. Board member Benner questioned if the applicant would need to come in again to add additional residents over the twelve proposed. Josh Ladd, City Attorney stated that the shelter for battered persons has other requirements. Board member Martinson stated that a shelter for battered persons has other requirements. Six or fewer do not need to meet the distance requirement but more than six do. Chair Miller asked if the board had any other questions for the applicant. The board did not have any more questions. Chair Miller asked if anyone was present to speak for or against the request. Nobody came forward. Chair Miller closed the public hearing.

Martinson moved denial of the request based upon findings 1, 3, 4, and 6, in alignment with the staff recommendation. Dayton seconded. Chair Miller asked Maxine Linston to conduct a roll call vote. Maxine Linston conducted a roll call vote with Clarksen and Benner voting against the motion and Dayton, Martinson, and Miller voting for the motion. The motion failed. Chair Miller asked if there was discussion or a different motion. Josh Ladd, City Attorney stated that there was precedent that variances must meet all six standards in order to be granted.

Chair Miller stated that he appreciated that the case was unique, but it did not meet the findings. Board member Clarksen stated that he voted no because the neighborhood character would not be impacted establishing this facility when it is separated by 7th Street West. He stated that the argument was not effective for all of the findings and that additional support would be necessary for finding all of the findings to be met. Benner stated that staff made a stronger recommendation of denial, however, he stated that the facility would not change the essential character. West 7th has a mix of uses along the corridor and a 12-person facility would not change the character. Benner asked if the denial could be amended and stated that finding six should be met along with finding one. He stated that findings three and four are not met. Chair Miller stated that he disagreed with the staff finding six but not 1, 3, and 4.

Martinson stated that he agreed that findings three and four are the sticking points and finding six is open to question, along with finding one. Martinson made a motion to move denial of the request based upon findings three and four. Benner seconded the request. Chair Miller asked Maxine Linston to conduct a roll call vote. Dayton, Martinson, Clarksen, Benner II, and Miller voted to approve the motion. The motion passed to deny the variance request based upon findings three and four.

**Moved by: Martinson / Second by: Benner II** **Denied 5-0**

David Eide asked for clarification on the language for findings one and six. Josh Ladd stated that it would be figured out. Chair Miller confirmed that they denied based upon findings three and four.

*The meeting was adjourned at 4:37 p.m.*

Submitted by: Maxine Linston

Maxine Linston
Maxine Linston (Jul 22, 2025 10:34 CDT)

David Eide

David Eide
David Eide (Jul 22, 2025 10:23 CDT)

Approved by: Marilyn Porter, Secretary

Marilyn Porter
Marilyn Porter (Jul 22, 2025 10:24 CDT)

# CITY OF SAINT PAUL
# BOARD OF ZONING APPEALS RESOLUTION
# ZONING FILE NUMBER: 25-033888
# DATE: June 9, 2025

**Deadline for Action:** September 5, 2025

WHEREAS, Stronger Sober House has applied for a variance from the strict application of the provisions of Section 65.162 of the Saint Paul Legislative Code pertaining to the required distance between congregate living facilities. The applicant is proposing to establish a 12-resident supportive housing facility. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet in the H2 zoning district at 269 Harrison Avenue PIN: 012823420050; and

WHEREAS, the Saint Paul Board of Zoning Appeals conducted a public hearing on June 9, 2025 pursuant to said application in accordance with the requirements of Section 61.303 of the Legislative Code; and

WHEREAS, the Saint Paul Board of Zoning Appeals based upon evidence presented at the public hearing, as substantially reflected in the minutes, made the following findings of fact:

1. *The variance is in harmony with the general purposes and intent of the zoning code.*

   The existing building is a single-family dwelling approved as a 12-resident sober house. The applicant is proposing to establish a 12-resident supportive housing facility to replace the existing use. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet. The variance request is consistent with the purpose and intent of § 60.103 of the zoning code to provide for housing choice and affordability. **This finding is met.**

2. *The variance is consistent with the comprehensive plan.*

   The proposed facility supports Policy H-15 of the Saint Paul Comprehensive Plan, which encourages the development of a diverse range of culturally appropriate housing types across the city to serve residents at all life stages and levels of ability. **This finding is met.**

3. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.*

   The zoning code requires a 1,320-foot separation between specified congregate living facilities with more than six (6) adult residents to ensure their integration into the broader community and to avoid the creation of institutional clusters. The proposed facility would be located 804 feet from a specified congregate living facility.

The applicant has not met the practical difficulties standard for the following reasons:

- The applicant could house up to six individuals at this property by right without meeting the required separation;
- the fact that this property is within 1,320 feet of another specified facility is not a practical difficulty, but rather due to the owner's choice to pursue this use at this location; and
- it is owner's decision to pursue supportive housing rather than other available housing options; and
- the difficulty is the result of the owner's decision to pursue supportive housing at the proposed resident number;
- the owner has not demonstrated that there are practical difficulties to open a supportive housing facility at the number allowed by-right by the ordinance;
- there are other locations that the applicant could pursue within the City of Saint Paul;
- there are other available uses for the property that would not require a variance;
- the difficulty is of the applicant's making.

**This finding is not met.**

4. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property could house up to six residents without triggering the need for a variance of the separation requirement. The requested variance arises not from unique circumstances of the land but from the applicant's desire to exceed the permitted number of residents within the required separation distance. Other properties within 1,320 feet of the specified congregate living facility are in compliance with this standard. Given that the separation requirement affects other properties within the 1,320 feet proximity to the specified congregate living facility, the plight is not unique to the landowner, but general to the surrounding area. **This finding is not met.**

5. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.*

A supportive housing facility is a permitted use in the H2 zoning district. Granting the variance would not allow a use otherwise prohibited in this zoning district. **This finding is met.**

6. *The variance will not alter the essential character of the surrounding area.*

Although the proposed supportive housing facility would be within a quarter mile of a specified congregate living facility, the two facilities are separated by 7th Street West and the facility would not alter the essential character. **This finding is met.**

NOW, THEREFORE, BE IT RESOLVED, by the Saint Paul Board of Zoning Appeals that the request to waive the provisions of Section 65.162 in order to permit a 12-resident supportive housing facility 804 feet from a specified congregate living facility on property located at 269 Harrison Avenue PIN: 012823420050; and legally described as Whitacre Brisbine & Mullens Su Ex N 46 2/1o Ft Lot 96; in accordance with the application for variance and the site plan on file with the Zoning Administrator, **IS HEREBY DENIED.**

**MOVED BY: Martinson**
**SECONDED BY: Benner II**
**IN FAVOR: 5**
**AGAINST: 0**

**MAILED:** July 23, 2025

**TIME LIMIT:** **No decision of the zoning or planning administrator, planning commission, board of zoning appeals or city council approving a site plan, permit, variance, or other zoning approval shall be valid for a period longer than two (2) years, unless a building permit is obtained within such period and the erection or alteration of a building is proceeding under the terms of the decision, or the use is established within such period by actual operation pursuant to the applicable conditions and requirements of the approval, unless the zoning or planning administrator grants an extension not to exceed one (1) year.**

**APPEAL:** **Decisions of the Board of Zoning Appeals are final subject to appeal to the City Council within 10 days by anyone affected by the decision. Building permits shall not be issued after an appeal has been filed. If permits have been issued before an appeal has been filed, then the permits are suspended and construction shall cease until the City Council has made a final determination of the appeal.**

**CERTIFICATION:** **I, the undersigned Secretary to the Board of Zoning Appeals for the City of Saint Paul, Minnesota, do hereby certify that I have compared the foregoing copy with the original record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Saint Paul Board of Zoning Appeals meeting held on June 9, 2025 & July 21, 2025 and on record in the Department of Safety and Inspections, 375 Jackson Street, Saint Paul, Minnesota.**

**SAINT PAUL BOARD OF ZONING APPEALS**

**Maxine Linston**
**Secretary to the Board**

# CITY OF SAINT PAUL

DEPARTMENT OF SAFETY AND INSPECTIONS
375 JACKSON STREET, SUITE 220
ST. PAUL, MINNESOTA 55101-1806
Phone: 651-266-8989 Fax: 651-266-9124
**Visit our Web Site at www.stpaul.gov/dsi**

**Board of Zoning Appeals**

**Staff Report**

| | | |
|---|---|---|
| **TYPE OF APPLICATION:** | **Major Variance** | **FILE #: 25-033888** |
| **APPLICANT:** | **Stronger Sober House** | |
| **HEARING DATE:** | **June 9, 2025** | |
| **LOCATION:** | **269 Harrison Avenue** | |
| **LEGAL DESCRIPTION:** | **WHITACRE BRISBINE & MULLENS SU EX N 46 2/1O FT LOT 96** | |
| **PLANNING DISTRICT:** | **9** | |
| **PRESENT ZONING:** | **H2** | |
| **ZONING CODE REFERENCE:** | **§ 65.162** | |
| **DATE RECEIVED:** | **May 9, 2025** | |
| **REPORT DATE:** | **June 6, 2025** | |
| **DEADLINE FOR ACTION:** | **July 7, 2025** | **BY: David Eide** |

A. **PURPOSE:** The applicant is proposing to establish a 12-resident supportive housing facility. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet.

B. **SITE AND AREA CONDITIONS:** This is a 0.09-acre property on the northwestern corner of Harrison Avenue and Douglas Street. A single-family dwelling that has been functioning as a 12-resident sober house is present on the property.

Surrounding Land Use:
North, West, South: Low Density Residential (H2)
East: Residential (T1)

C. **ZONING CODE CITATION:**
**Sec. 65.162. - Supportive housing facility.**
One (1) main building, or portion thereof, on one (1) zoning lot where persons with mental illness, chemical dependency, physical or mental handicaps, and/or persons who have experienced homelessness reside and wherein counseling, training, support groups, and/or

similar services are provided to the residents.

This definition does not include:
(1) Foster homes as defined in this Code;
(2) Residential treatment programs physically located on hospital grounds;
(3) Regional treatment centers operated by the commissioner of human services;
(4) Licensed semi-independent living services for persons with mental retardation or related conditions or mental illness, if the license holder is not providing, in any manner, direct or indirect, the housing used by persons receiving the service.
(5) Community residential facilities, licensed correctional, as defined in this Code.
Standards and conditions:

(a) The facility must be a minimum distance of one thousand three hundred twenty (1,320) feet from any other of the following congregate living facilities with more than six (6) adult residents, except in B4-B5 business districts where it must be at least six hundred (600) feet from any other such facility: supportive housing facility, licensed correctional community residential facility, emergency housing facility, shelter for battered persons, or overnight shelter.
(b) In RL-H2 residential, T1 traditional neighborhood, Ford, OS-B3 business and IT-I2 industrial districts, the facility must serve sixteen (16) or fewer facility residents.
(c) In RM1-RM3 residential, T1 traditional neighborhood and F1 Ford districts, a conditional use permit is required for facilities serving more than sixteen (16) facility residents.
(d) In T2-T4 traditional neighborhood districts, the density is regulated as for multifamily uses.

D. **FINDINGS:**

1. *The variance is in harmony with the general purposes and intent of the zoning code.*

The existing building is a single-family dwelling approved as a 12-resident sober house. The applicant is proposing to establish a 12-resident supportive housing facility to replace the exiting use. The zoning code states that supportive housing facilities shall be a minimum distance of 1,320 feet from specified congregate living facilities with more than six (6) adult residents; this facility is 804 feet from a specified congregate living facility with more than six (6) adult residents, for a variance of 516 feet.

The intent of the zoning code requirement to space supportive housing facilities with more than six (6) adult residents at least a quarter mile from supportive housing facilities, licensed correctional community residential facilities, emergency housing facilities shelters for battered persons, or overnight shelters with more than six adult facility residents is to ensure that residents of these facilities are able to live in a non-institutional environment. Permitting the establishment of a supportive housing facility with more than six facility residents at this location within a quarter mile of another specified congregate living facility would create a cluster of facilities, which could create an institutional type environment for the residents within, which is contrary to the purpose and intent of the zoning code in Section 60.103 to promote and to protect the public health, safety, morals, aesthetics, economic viability and general welfare of the community, to prevent the overcrowding of land and undue congestion of population, and to fix reasonable standards to which buildings, structures and uses shall conform. **This finding is not met.**

2. *The variance is consistent with the comprehensive plan.*

   The proposed facility supports Policy H-15 of the Saint Paul Comprehensive Plan, which encourages the development of a diverse range of culturally appropriate housing types across the city to serve residents at all life stages and levels of ability. **This finding is met.**

3. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.*

   The zoning code requires a 1,320-foot separation between specified congregate living facilities with more than six (6) adult residents to ensure their integration into the broader community and to avoid the creation of institutional clusters. The proposed facility would be located 804 feet from a specified congregate living facility.

   The applicant has not met the practical difficulties standard for the following reasons:
   - The applicant could house up to six individuals at this property by right without meeting the required separation;
   - the fact that this property is within 1,320 feet of another specified facility is not a practical difficulty, but rather due to the owner's choice to pursue this use at this location; and
   - it is owner's decision to pursue supportive housing rather than other available housing options; and
   - the difficulty is the result of the owner's decision to pursue supportive housing at the proposed resident number;
   - the owner has not demonstrated that there are practical difficulties to open a supportive housing facility at the number allowed by-right by the ordinance;
   - there are other locations that the applicant could pursue within the City of Saint Paul;
   - there are other available uses for the property that would not require a variance;
   - the difficulty is of the applicant's making.

   **This finding is not met.**

4. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

   The property could house up to six residents without triggering the need for a variance of the separation requirement. The requested variance arises not from unique circumstances of the land but from the applicant's desire to exceed the permitted number of residents within the required separation distance. Other properties within 1,320 feet of the specified congregate living facility are in compliance with this standard. Given that the separation requirement affects other properties within the 1,320 feet proximity to the specified congregate living facility, the plight is not unique to the landowner, but general to the surrounding area. **This finding is not met.**

5. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.*

A supportive housing facility is a permitted use in the H2 zoning district. Granting the variance would not allow a use otherwise prohibited in this zoning district. **This finding is met.**

6. *The variance will not alter the essential character of the surrounding area.*

Granting the variance request would result in the establishment of a supportive housing facility within a quarter mile of a specified congregate living facility, creating a cluster of congregate living environments. This could undermine the goal of community integration and contribute to an institutional character that is inconsistent with the surrounding residential area. **This finding is not met.**

E. **DISTRICT COUNCIL RECOMMENDATION:** As of the date of this report, staff have not received a recommendation from District 9 - West 7th/Fort Road Federation.

F. **CORRESPONDENCE:** Staff received four letters of support from residents at this property.

G. **STAFF RECOMMENDATION:** Based on findings 1, 3, 4, and 6, staff recommend denial of the request.

# ZONING VARIANCE APPLICATION

*To Board of Zoning Appeals*

Dept. of Safety & Inspections
Zoning Section
375 Jackson St., Suite 220
Saint Paul, MN 55101-1806
(651) 266-9008

*To Planning Commission*

Dept. of Planning & Econ. Dev.
Zoning Section
1400 City Hall Annex, 25 W 4th St.
Saint Paul, MN 55102-1634
(651) 266-6583

Zoning Office Use Only
File # 25-033888
Fee Paid $ 547.00
Received By / Date D. Eide - 5/9/2025
Tentative Hearing Date 6/9/2025

**APPLICANT**

Name Stronger Sober House (Leasee of Stronger Homes)
*(must have ownership or leasehold interest in the property, contingent included)*
Address 1790 Spinaker Drive City Woodbury State MN Zip 55125
Email strongersoberhouse@gmail.com Phone 651-247-3091
Name of Owner (if different) _____ Email _____
Contact Person (if different) _____ Email _____
Address _____ City _____ State _____ Zip _____

**PROPERTY INFO**

Address / Location 269 Harrison Ave West, Saint Paul, MN 55102
PIN(s) & Legal Description _____
*(attach additional sheet if necessary)*
_____ Lot Area _____ Current Zoning _____

**VARIANCE REQUEST:** Application is hereby made to the Board of Zoning Appeals (or to the Planning Commission with another zoning application) for variance from the following section(s) of the Zoning Code _____
Sec. 65.162. - Supportive housing facility. State the requirement and variance requested. _____
Requirement: The facility must be a minimum distance 1,320 feet from any other congregate living facilities with more than six (6) adult residents. Variance requested: 804 feet - Separation requirement by Board of Zoning

**SUPPORTING INFORMATION:** Explain or demonstrate the following. Attach additional sheets if necessary.

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.

   See attachment

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

   See attachment

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

   See attachment

4. The variance will not alter the essential character of the surrounding area.

   See attachment

☑ Required site plan is attached

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

**Applicant's Signature** Chad Unger **Date** 5/9/25

## Zoning Variance Application
## Stronger Sober House at 269 Harrison Ave West, St Paul, MN 55102
## Variance Request Supporting Information for 269 Harrison Ave West

**1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.**

The practical difficulty in complying with the 1,320-foot separation requirement arises from the density of congregate living facilities within the area, which limits opportunities for supportive housing in neighborhoods where demand is high. The property at 269 Harrison Ave West is ideally suited for sober living based on its location, size, and community accessibility. Notably, this location has been a sober home for at least 10 years and is currently operating as a sober home with 10 women living there. The continued use of this property as a sober living home aligns with community support services and provides a critical resource for individuals in recovery, which is a reasonable and socially beneficial use that meets the goals of transitional and supportive housing.

Additionally, Stronger Sober House has successfully managed other homes/properties in similar areas, demonstrating responsible operations and strong community contributions. These properties have been well-maintained, compliant with city regulations, and have contributed to the overall safety and stability of their neighborhoods. Allowing the variance would not only maintain the character of the neighborhood but also enhance it through continued quality management and community support.

**2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.**

The separation distance issue is a result of pre-existing facilities that were established prior to the acquisition of 269 Harrison Ave West. The landowner did not contribute to or create the density of these facilities. Furthermore, the layout and zoning of the neighborhood inherently cluster congregate living homes in accessible, service-oriented areas, which is beyond the control of the current property owner. This unique concentration of supportive housing in the area is a community-driven circumstance, not one created by the landowner.

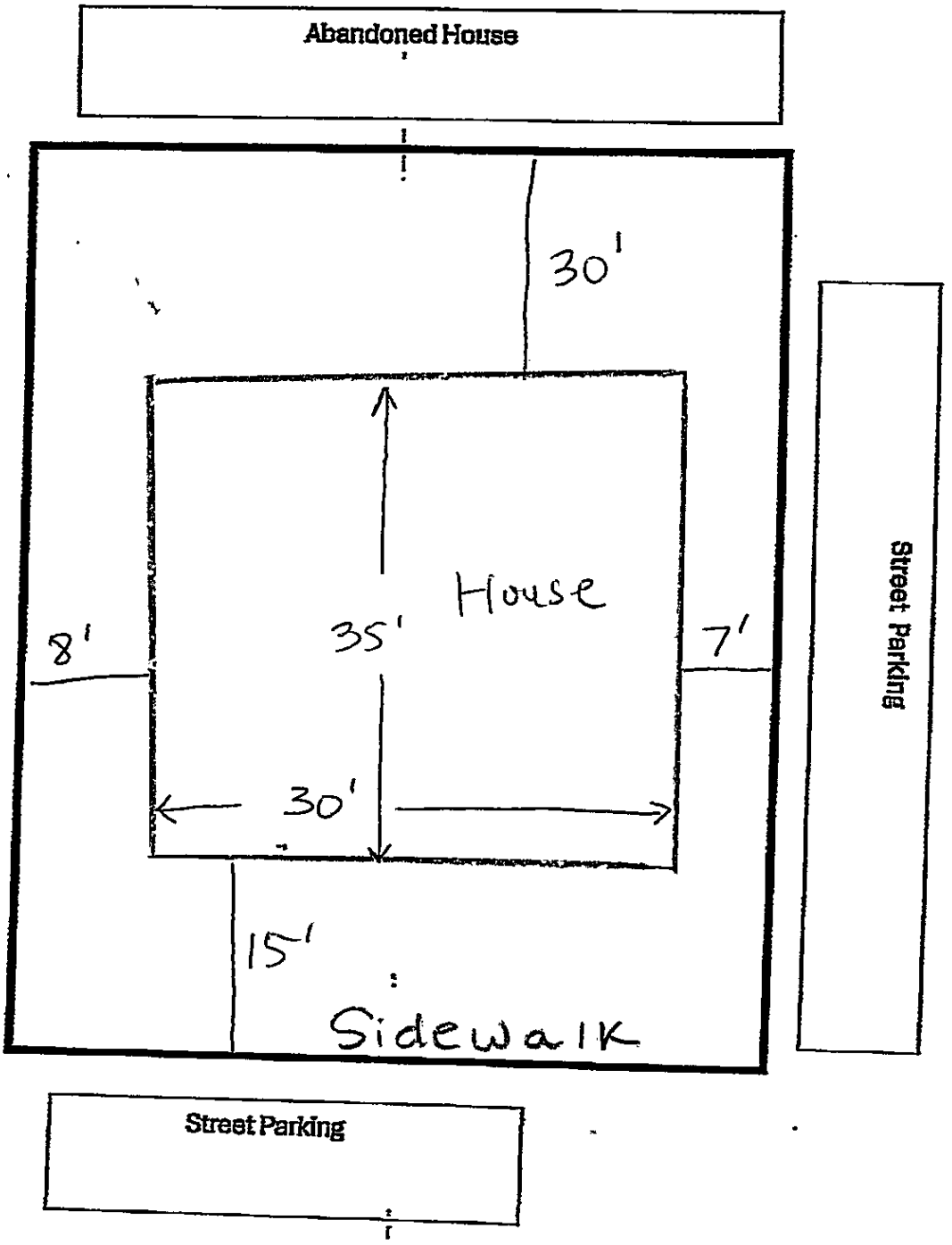
**3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.**

The variance request is specifically for the separation distance requirement and not for a change of use. 269 Harrison Ave West will continue to operate as a supportive housing facility, which is a permitted use within the zoning district. The property will comply with all other zoning regulations, building codes, and occupancy standards required for sober living homes.

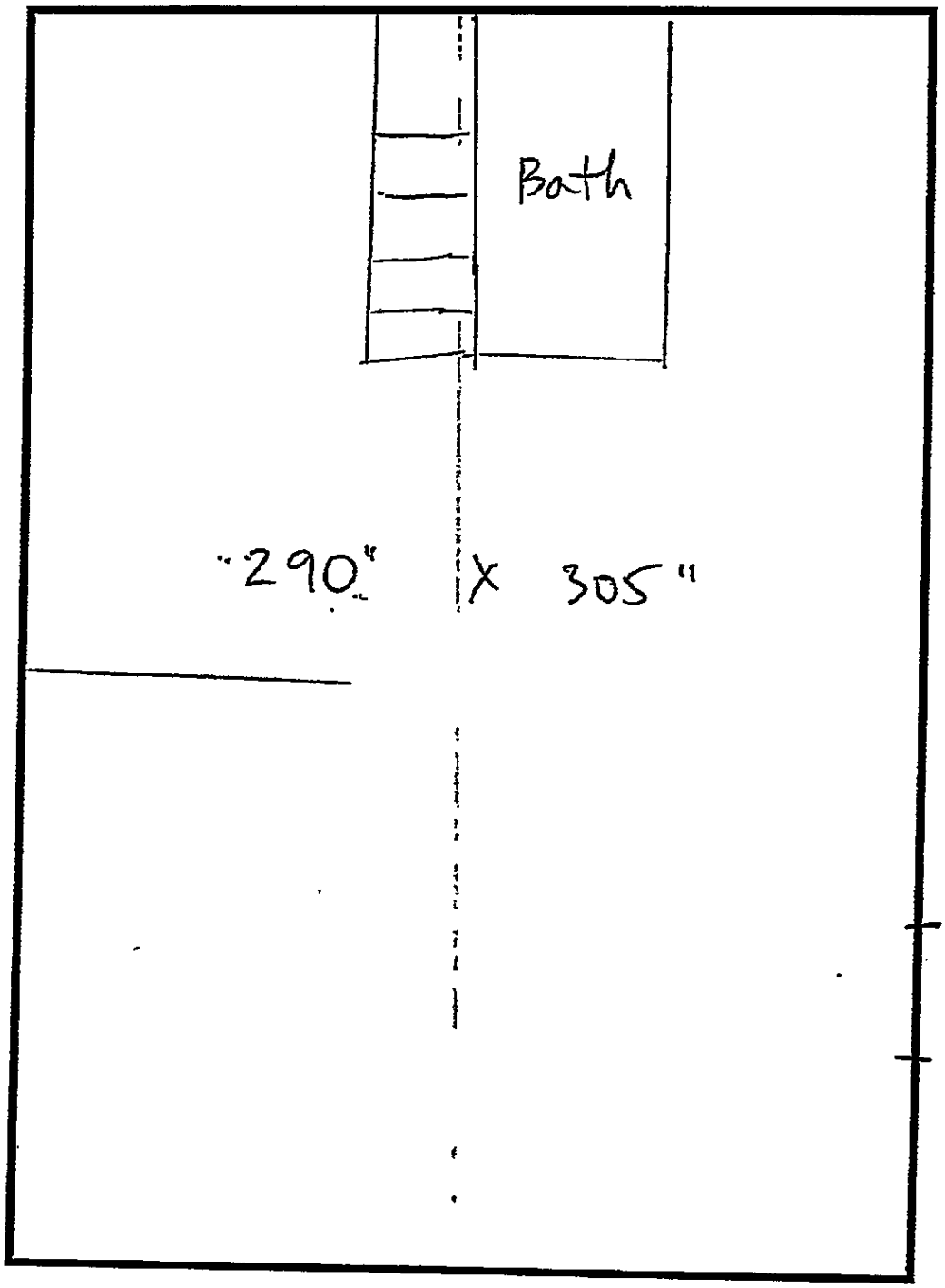
**4. The variance will not alter the essential character of the surrounding area.**

The proposed use of 269 Harrison Ave West as a sober living home is consistent with the residential and community-focused character of the surrounding area. The property has been maintained to reflect the architectural and community standards of the neighborhood, and its use as supportive housing contributes positively to community welfare. No structural changes are planned that would disrupt the aesthetic or function of the property, and its operation is designed to integrate seamlessly with neighboring residences.

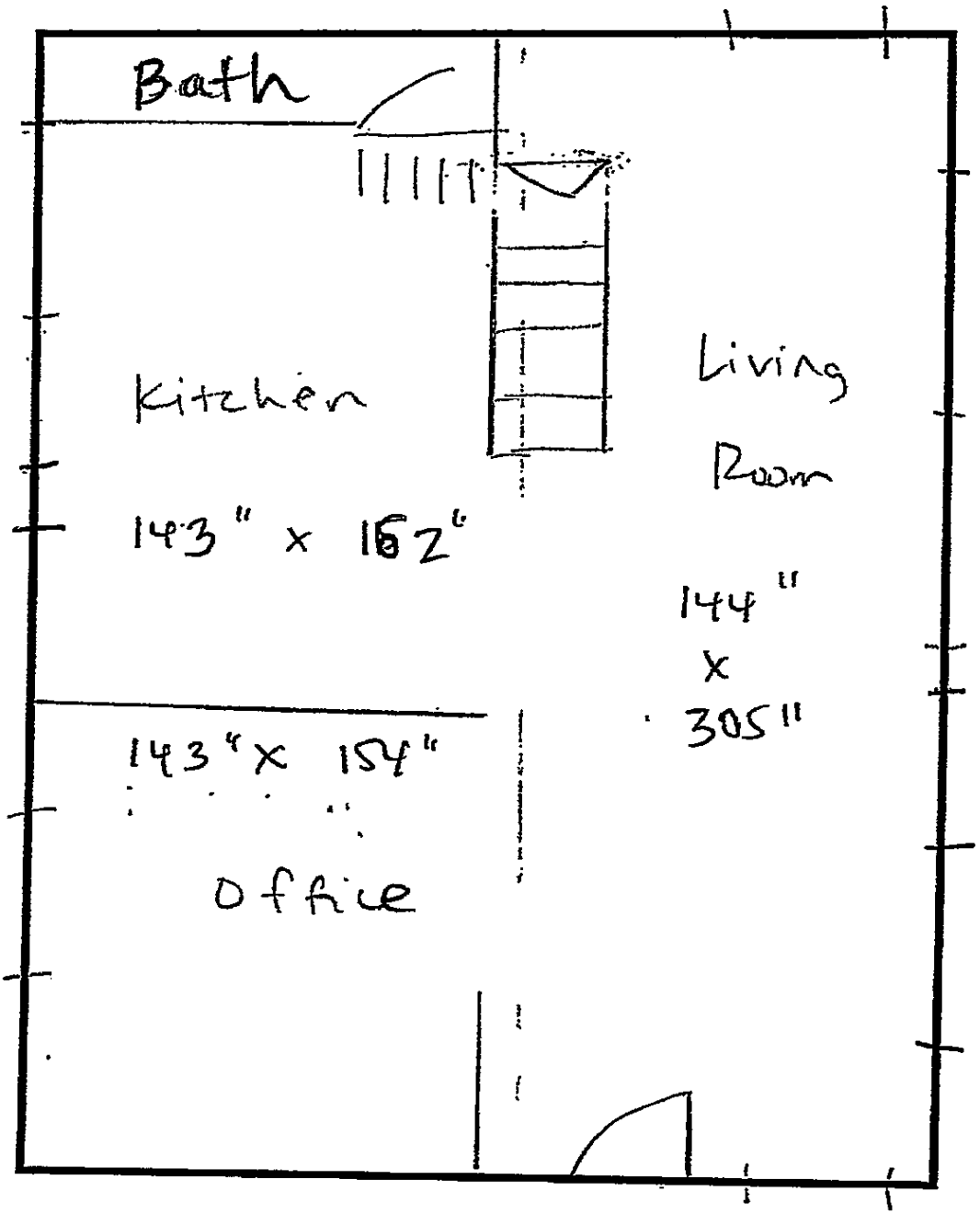
REQUEST FOR REASONABLE ACCOMMODATION FOR A SOBER HOUSE
269 Harrison Avenue, Saint Paul, MN 55102
Parking



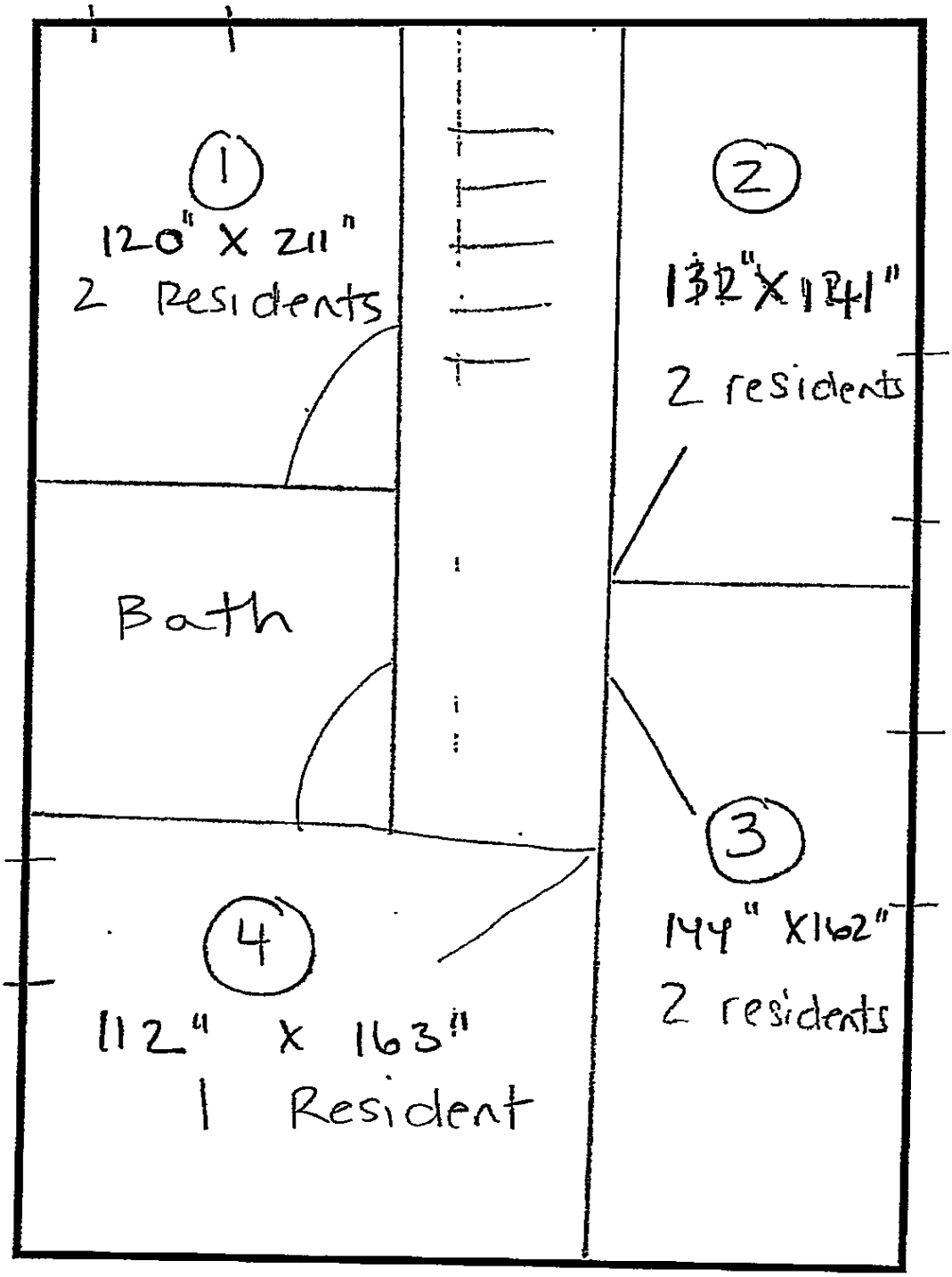
REQUEST FOR REASONABLE ACCOMMODATION FOR A SOBER HOUSE
269 Harrison Avenue, Saint Paul, MN 55102
Basement
Open Space and 1 bathroom



**REQUEST FOR REASONABLE ACCOMMODATION FOR A SOBER HOUSE**
269 Harrison Avenue, Saint Paul, MN 55102
Main Floor
Office, Living Room, Kitchen, Bathroom

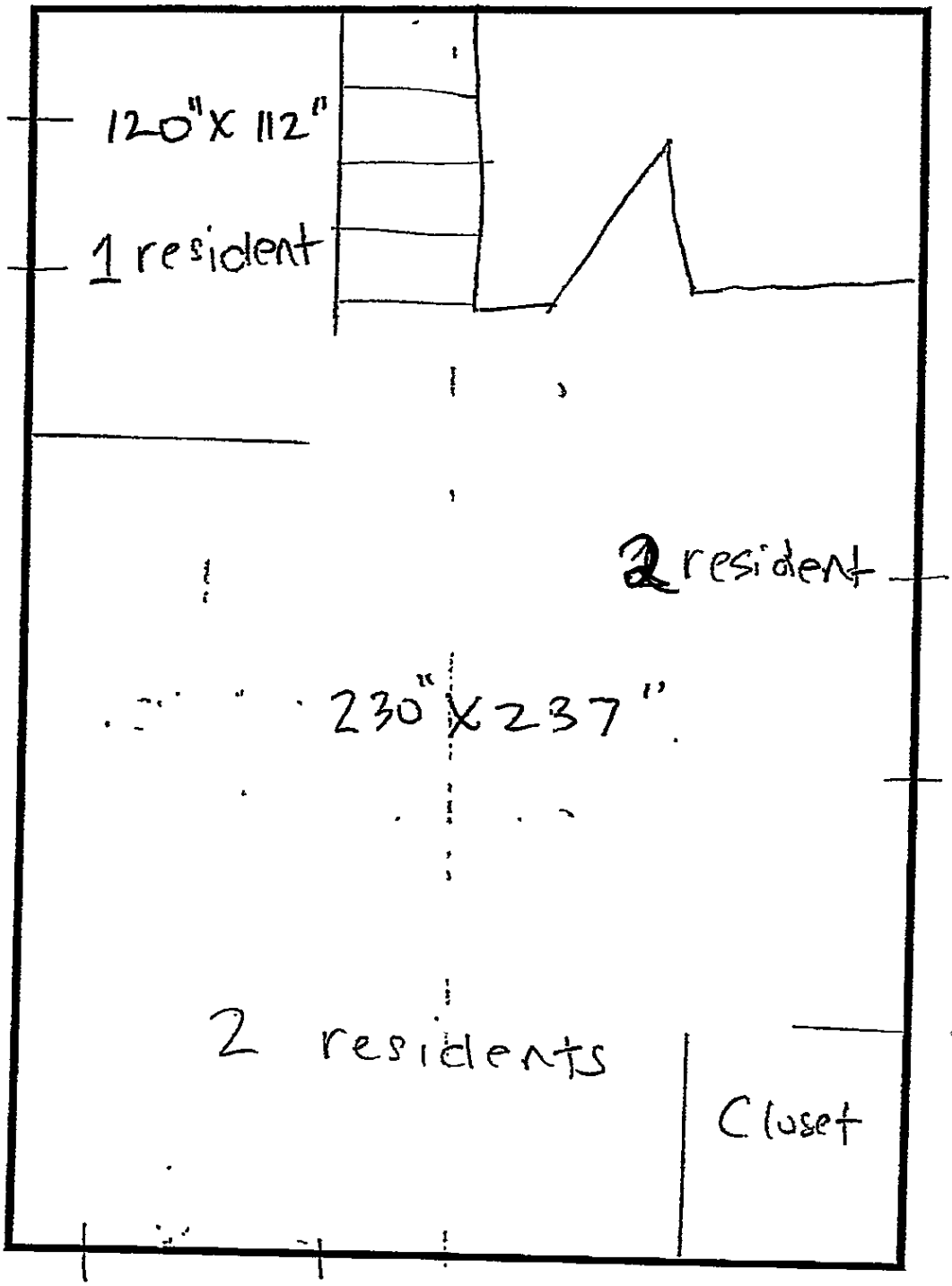


REQUEST FOR REASONABLE ACCOMMODATION FOR A SOBER HOUSE
269 Harrison Avenue, Saint Paul, MN 55102
2nd Floor
Bedroom 1: 2 Bedroom 2: 2 Bedroom 3: 2 Bedroom 4: 1
Bathroom



REQUEST FOR REASONABLE ACCOMMODATION FOR A SOBER HOUSE
269 Harrison Avenue, Saint Paul, MN 55102
3rd Floor
Bedroom 1: Bedroom 2: Bedroom 3:

5 residents



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1413

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1413 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | (612)266-6871 | **In Control:** | City Council |
| | | | | **File Created:** | 09/03/2025 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Approving the separation of the grant funds through the Ward 7 Neighborhood Star Year-Round program for Faith City Church in partnership with the G.W Carver Center for Innovation.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Johnson | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Melanie Johnson | **Hearing Date:** | |
| **Entered by:** | melanie.johnson@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES 25-1413

Approving the separation of the grant funds through the Ward 7 Neighborhood Star Year-Round program for Faith City Church in partnership with the G.W Carver Center for Innovation.

WHEREAS, on November 6, 2024, grant financing of up to $30,450 was approved for the project Energy Efficient Windows and Exterior Door for Faith City Church in Partnership with the G.W. Carver Center for Innovation via Resolution 24-1460; and

WHEREAS, on May 28, 2025, grant financing of up to $28,306 was approved for the project Building Updates for Faith City Church in Partnership with the G.W. Carver Cultural Center for Innovation via Resolution 25-846; and

WHEREAS, the Council Member wishes to designate that $9,650.00 of the $28,306 approved funding from May 28, 2025 be apportioned for the project Energy Efficient Windows and Exterior Door approved via Resolution 24-1460 and that the remaining $18,953.00 be apportioned to the Building Updates project approved via Resolution 25,846; now, therefore, be it

RESOLVED by the City Council of the City of Saint Paul that $9,650.00 of the grant financing approved on May 28, 2025 will be applied to the project as described in Resolution 24-1460; and be it

FURTHER RESOLVED that $18,953.00 of the grant financing approved on May 28,2025 will be applied to the project as described in Resolution 25-846; and be it

FURTHER RESOLVED, that staff of the Department of Planning and Economic Development are further authorized and directed to proceed with all other actions necessary to implement this Resolution, including finalizing all documents and agreements, subject to approval by the City Attorney's Office; and be it

FURTHER RESOLVED, that the proper City official(s) are hereby approved and authorized to execute any and all documents in connection with this Resolution, subject to approval by the City Attorney's Office; and be it

FINALLY RESOLVED, that this Resolution does not constitute a binding legal agreement; rather, the action taken herein shall not be effective until said documents are executed by the appropriate official(s) of the City.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-963

| | | | |
|---|---|---|---|
| **File ID:** | RES 25-963 | **Type:** Resolution | **Status:** For Discussion |
| **Version:** | 1 | **Contact Number:** 651-266-6503 | **In Control:** City Council |
| | | | **File Created:** 06/12/2025 |
| **File Name:** | Carpenters Labor Agreement May 1, 2025 - April 30, 2028 | | **Final Action:** |

**Title:** Approving the Labor Agreement (May 1, 2025 - April 30, 2028) between the City of Saint Paul and the North Central States Regional Council of Carpenters.

**Notes:**

| | | | |
|---|---|---|---|
| | | | **Agenda Date:** 09/10/2025 |
| **Sponsors:** | Noecker | | **Enactment Date:** |
| **Attachments:** | Carpenters Summary Agreement 2025 - 2028, Carpenter 2025 - 2028 Labor Agreement | | **Financials Included?:** |
| **Contact Name:** | Jason Schmidt | | **Hearing Date:** |
| **Entered by:** | Sue.Wegwerth@ci.stpaul.mn.us | | **Ord Effective Date:** |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 09/03/2025 | Laid Over | City Council | 09/10/2025 | | |
| | **Action Text:** | Laid over to September 10, 2025 | | | | | |

### Text of Legislative File RES 25-963

Approving the Labor Agreement (May 1, 2025 - April 30, 2028) between the City of Saint Paul and the North Central States Regional Council of Carpenters.

Whereas,the May 1, 2022 - April 30, 2025 Labor Agreement between the City of Saint Paul and the North Central States Regional Council of Carpenters was approved by City Council on September 14, 2022; and

Whereas, the City of Saint Paul and the North Central States Regional Council of Carpenters have a tentative agreement that, once approved, shall be effective as of May 1, 2025 (or closest pay period), now therefore, be it

Resolved, that the Saint Paul City Council, pursuant to the Saint Paul City Charter Section 6.03.3 (5), hereby approves and ratifies the attached Labor Agreement (May 1, 2025 - April 30, 2028) between the City of Saint Paul and the North Central States Regional Council of Carpenters.

**SUMMARY AGREEMENT SHEET**
**North Central States Regional Council of Carpenters**
**May 1, 2025 – April 30, 2028**

Below is a summary of the changes in the collective bargaining agreement between the City of Saint Paul and North Central States Regional Council of Carpenters.

**Date of Tentative Agreement**
June 9, 2025

**Duration**
3 years

**Wages**
The total package increases in Appendix B reflect the following increases:
5/1/25 or closest pay period: $2.98 (this reflects the outside rate minus the fringes the city does not pay)
5/1/26 or closest pay period: $3.00
5/1/27 or closest pay period: $2.50

**Article 6 – Probationary Periods**
Probationary period extended to one year for new and promotional employees.

**Article 8 Overtime**
Work done on Saturday will be paid at time and a half.
Work done on Sunday will be paid at double time.
Added clarifying language around payment options for overtime work.

**Article 11 – Wages**
Added a step 4 Building Inspector rate.

**Article 13 – Selection of Foreman, General Foreman and Senior Building Inspector**
Lead worker wages will be paid for temporary assignments after 3 days of being vacant.

**Article 21 – Tools and Safety Shoes**
Added a safety shoes/boots reimbursement of $240 every other year of the agreement.

**Article 27 – City Mileage Plan**
Reduced required insurance coverage to the minimum required by the State of Minnesota.

*All other changes were housekeeping in nature.*

MAY 1, 2025 – APRIL 30, 2028

# LABOR AGREEMENT

BETWEEN

## THE CITY OF SAINT PAUL

AND

## NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

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# PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the North Central States Regional Council of Carpenters, hereinafter referred to as the Union. The Employer and the Union concur that this Agreement has as its objective the promotion of the responsibilities of the City of Saint Paul for the benefit of the general public through effective labor-management cooperation.

The Employer and the Union both realize that this goal depends not only on the words in the Agreement but rather primarily on attitudes between people at all levels of responsibility. Constructive attitudes of the City, the Union, and the individual employees will best serve the needs of the general public.

## ARTICLE 1 – PURPOSE

1.1 The Employer and the Union agree that the purpose for entering into this Agreement is to:

1.1 (1) Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned;

1.1 (2) Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the Employer and the Union;

1.1 (3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.

1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 25 (Severability).

## ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel having an employment status of regular, probationary, provisional, and temporary employed in the classes of positions defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-478-A dated April 16, 1973.

2.2 The Union supports City goals, policies and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people.

## ARTICLE 3 – EMPLOYER RIGHTS

3.1 The Employer retains the right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology, to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

3.1 (1) Selection of personnel will be based on the merit system defined in the City Charter Section 12.01.

3.2 Any "term or condition of employment" not established by this Agreement shall remain with the Employer to eliminate, modify, or establish following written notification to the Union.

## ARTICLE 4 – UNION RIGHTS

4.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies deducted shall be remitted as directed by the Union.

4.1 (1) The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.

4.1 (2) The Union shall indemnify and save harmless the Employer from any and all claims or charges made against the Employer as a result of the implementation of this Article.

4.2 The Union may designate one (1) employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such designation. Such employee shall have the right and responsibilities as designated in Article 22 (Grievance Procedure).

4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his/her designated representative shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working.

## ARTICLE 5 – SCOPE OF THE AGREEMENT

5.1 This Agreement establishes the "terms and conditions of employment" defined by M.S.179A for all employees exclusively represented by the Union. This Agreement shall supersede such "terms and conditions of employment" established by Civil Service Rule, Council Ordinance, and Council Resolution.

5.2 Effective May 1, 2007, employees represented by this agreement are not subject to nor do they have any rights under the Saint Paul Civil Service Rules.

## ARTICLE 6 – PROBATIONARY PERIODS

6.1 All personnel, originally hired or rehired following separation, in a regular employment status on or after January 1, 2026 shall serve a one (1) year or 1850 regular hours worked, whichever comes first, probationary period during which time the employee's fitness and ability to perform the position's duties and responsibilities shall be evaluated.

6.1 (1) At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 22 (Grievance Procedure).

6.1 (2) An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.

## ARTICLE 6 – PROBATIONARY PERIODS (Continued)

6.2 All personnel promoted to a higher class on or after January 1, 2026 shall serve a one (1) year or 1850 regular hours worked, whichever comes first, promotional probationary period during which time the employee's fitness and ability to perform the position's duties and responsibilities shall be evaluated.

6.2 (1) At any time during the promotional probationary period an employee may be demoted to the employee's previously held class at the discretion of the Employer without appeal to the provisions of Article 22 (Grievance Procedure).

6.2 (2) An employee demoted during the promotional probationary period shall be returned to the employee's previously held class and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

## ARTICLE 7 – HOURS OF WORK

7.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute lunch period, between 7:00 a.m. and 5:30 p.m.

7.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.

7.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a work week of other than Monday through Friday, the Union agrees to enter into negotiations immediately to establish the conditions of such shifts and/or work weeks.

7.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.

7.5 All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at an assigned work location until the end of the established work day unless otherwise directed by their supervisor.

7.6 All employees are subject to call back by the Employer as provided by Article 9 (Call Back/Call In).

7.7 Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report for work prior to leaving home, or during the previous work day.

7.8 Notwithstanding Sections 7.1 through 7.3, employees may, through mutual agreement with the Employer, for the purpose of attending seminars, conferences or training, work schedules other than schedules limited by the normal work day and work week as set forth in Sections 7.1, 7.2 and 7.3.

## ARTICLE 8 – OVERTIME

8.1 All overtime compensated for by the Employer must receive prior authorization from a designated Employer supervisor. No overtime work claim will be honored for payment or credit unless approved in advance. An overtime claim will not be honored, even though shown on the time card, unless the required advance approval has been obtained.

8.2 The overtime rate of one and one-half (1.5) the basic hourly rate shall be paid for work performed under the following circumstances:

8.2 (1) Time worked in excess of eight (8) hours in any one normal work day and

8.2 (2) Time worked in excess of forty (40) hours in any seven (7) day period.

8.2 (3) Time worked on Saturday.

8.2 (4) Overtime compensation for employees shall be subject to the provisions of the Federal Fair Labor Standards Act including those working under such agreements as stated in Article 7, section 7.8 of this collective bargaining agreement.

8.3 All work performed on Sunday shall be compensated at double time.

8.4 For the purposes of calculating overtime compensation overtime hours worked shall not be "Pyramided", compounded, or paid twice for the same hours worked.

8.5 Overtime hours worked as provided by this Article shall be paid on the paycheck or in compensatory time. The default method of payment shall be overtime paid on the paycheck unless compensatory time is requested by the Employee and approved solely by the authority of the Employer.

## ARTICLE 9 – CALL BACK/CALL IN

9.1 The Employer retains the right to call in or call back employees before an employee has started a normal work day or normal work week and after an employee has completed a normal work day or normal work week.

9.2 Employees called in or called back shall receive a minimum of four (4) hours straight time pay at the basic hourly rate or shall be compensated in accordance with Article 8 (Overtime), when applicable, whichever is greater.

9.2 (1) Notwithstanding Article 9.2, employees called in four (4) hours or less prior to their normal work day shall complete the normal work day and be compensated only for overtime hours worked in accordance with Article 8 (Overtime).

9.3 The Employer shall make fringe benefit deductions and contributions described in Appendix C on all call back hours.

## ARTICLE 10 – WORK LOCATION

10.1 Employees shall report to work locations as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the direction of the Employer.

## ARTICLE 11 – WAGES

11.1 The basic hourly wage rates as established by Appendix B shall be paid for all hours worked by an employee. No retroactive payment shall be made to any employee who has terminated his/her employment prior to signing of the new Agreement.

11.2 Employees in the classification of Building Inspector shall begin employment at step 1; shall advance to step 2 and Step 3 according to the qualifications below:

**Step 1:** Initial Classification upon hiring.

**Step 2:** Building Inspector has worked 1850 hours as a Building Inspector and is certified as a Building Official-Limited (or Class I Building Official) by the State of Minnesota.

**Step 3:** Building Inspector has worked a total of 3700 hours as a Building Inspector and is certified as a Building Official (or Class II Building Official) by the State of Minnesota.

**Step 4:** Building Inspector is certified by the Department of Labor and Industry (DLI) to perform inspections delegated by the State of Minnesota.

Advancement in step shall be implemented at the start of the pay period following the attainment of hours for each step. Employee's with relevant experience maybe hired beyond Step 1 with the approval of the Department Head and Human Resources.

11.3 Employees shall be compensated in accordance with Article 11.1 (Wages) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 12 (Fringe Benefits).

11.4 Provisional and temporary employees shall be considered, for the purposes of this Agreement, "participating employees" and shall be compensated in accordance with Article 11.1 (Wages) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 12 (Fringe Benefits).

11.5 All regular employees employed after February 15, 1974, shall be considered, for the purpose of this Agreement, "participating employees" and shall be compensated in accordance with Article 11.1 (Wages) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 12 (Fringe Benefits).

11.6 Employees covered by this agreement are not eligible to participate in the Public Employee Retirement Association (PERA) plan.

## ARTICLE 12 – FRINGE BENEFITS

12.1 The Employer shall make contributions on behalf of and/or make deductions from the wages of employees covered by this Agreement in accordance with Appendix C for all hours worked.

## ARTICLE 13 – SELECTION OF LEAD CARPENTER, GENERAL FOREMAN AND SENIOR BUILDING INSPECTOR

13.1 The selection of personnel for the class of Lead Carpenter and Senior Building Inspector shall remain solely with the Employer.

13.2 The classes of positions Lead Carpenter and Senior Building Inspector shall be filled by employees of the bargaining unit on a "temporary assignment."

13.3 All "temporary assignments" shall be made only at the direction of a designated Employer supervisor.

13.4 Such "temporary assignments" may be made only in cases where the class of positions is vacant for more than three (3) normal work days.

## ARTICLE 14 – LEGAL SERVICES

14.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, or indifference to rights of others, the Employer shall defend, save harmless and indemnify employee against tort claim or demand whether groundless or otherwise arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.

14.2 Notwithstanding the provisions of Section 14.1 the Employer shall not be required to defend or indemnify any employee against personal liability, or damages, costs or expense (a) resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.

14.3 Each employee, within 20 days after receiving notice of (1) a tort claim or demand, action, suit or proceeding against him/her, (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the City by giving written notice thereof to the Office of the City Clerk.

## ARTICLE 15 – HOLIDAYS

15.1 The following eleven (11) days shall be designated as holidays:

New Year's Day, January 1
Martin Luther King Day, third Monday in January (effective 1986)
Presidents' Day, third Monday in February
Memorial Day, last Monday in May
Juneteenth Day, June 19
Independence Day, July 4
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Day, December 25

15.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.

15.3 The eleven (11) holidays shall be considered non-work days.

15.4 If in the judgment of the Employer personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back," or "called in," in accordance with Article 9 (Call Back/Call In).

15.5 Participating employees (Union benefited), as defined in Articles 11.3, 11.4 and 11.5, assigned to work on Martin Luther King Day, Presidents' Day, Day after Thanksgiving, Juneteenth Day or Veterans' Day shall be compensated on a straight time basis for such hours worked.

15.6 Participating employees (Union benefited) assigned to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be compensated at the rate of two (2) times the basic hourly rate for such hours worked.

## ARTICLE 16 – DISCIPLINARY PROCEDURES

16.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

16.2 Disciplinary actions by the Employer shall include only the following actions:

16.2 (1) Oral reprimand
16.2 (2) Written reprimand
16.2 (3) Suspension (Limited to 30 days)
16.2 (4) Demotion
16.2 (5) Discharge

## ARTICLE 16 – DISCIPLINARY PROCEDURES (Continued)

16.3 Employees that are suspended or discharged have the right to appeal these disciplinary actions by following the grievance procedures specified in Article 22.4 (Grievance Procedure) of this agreement.

## ARTICLE 17 – ABSENCES FROM WORK

17.1 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than the beginning of each work day.

17.2 Failure to make such notification may be grounds for discipline as provided in Article 16 (Disciplinary Procedures).

17.3 Failure to report for work without notification for three (3) consecutive normal work days may be considered a "quit" by the Employer on the part of the employee.

## ARTICLE 18 – SENIORITY

18.1 Seniority, for the purposes of this Agreement, shall be defined as follows:

18.1 (1) "Master Seniority": the length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles covered by this Agreement.

18.1 (2) "Class Seniority": the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement.

18.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer, or to an elected or appointed full-time position with the Union.

18.3 Seniority shall terminate when an employee retires, resigns, or is discharged.

18.4 In the event it is determined by the Employer that it is necessary to reduce the work force, all temporary employees shall be released prior to the layoff of permanent employees. Further, it is management's intent that permanent employees will be laid off by class title within each Department based on inverse length of "Class Seniority." However, management reserves the right to institute layoffs out of seniority for legitimate business reasons. The Union will receive a thirty (30) day written notification of the legitimate business reason for out-of-order layoff only. Management's exercise of this right shall not be arbitrary or capricious. If the Union believes that an out-of-order layoff has occurred for an arbitrary or capricious reason, such decision may be grieved under Article 22 (Grievance Procedure). Upon request, the parties agree to "meet and confer" to discuss any out-of-order layoff. This Article shall not be used in place of Article 16 (Disciplinary Procedures) to discharge employees. Recall from layoff shall be inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.

## ARTICLE 18 – SENIORITY (Continued)

18.5 The selection of vacation periods shall be made by class title based on length of "Class Seniority", subject to the approval of the Employer.

## ARTICLE 19 – JURISDICTION

19.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject for determination by the various unions representing employees of the Employer.

19.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual agreements between the unions involved.

19.3 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute, or to restrict the Employer's basic right to assign work.

19.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 19.2 and 19.3 above shall be subject to disciplinary action as provided in Article 16 (Disciplinary Procedures).

19.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

## ARTICLE 20 – SEPARATION

20.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:

20.1 (1) Resignation: Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.

20.1 (2) Discharge: As provided in Article 16 (Disciplinary Procedures).

20.1 (3) Failure to Report for Duty: As provided in Article 17 (Absences from Work).

20.2 Employees having a temporary or provisional employment status may be terminated at the discretion of the Employer before the completion of a normal work day.

## ARTICLE 21 – TOOLS AND SAFETY SHOES

21.1 All employees shall personally provide themselves with all necessary hand tools.

21.2 The Employer agrees to reimburse $240 every even numbered year during the agreement to each employee of the bargaining unit to wear protective shoes or boots. The employee must provide a receipt for reimbursement.

## ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 The Employer shall recognize the Steward selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of the Steward and of their successor when so named.

22.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

22.3 The procedure established by this Article shall be the sole and exclusive procedure, for the processing of grievances and disciplinary actions under 16.2, which are defined as an alleged violation of the terms and conditions of this Agreement.

22.4 Grievances and disciplinary actions of Article 16 (Disciplinary Procedures) shall be resolved in conformance with the following procedure:

**Step 1** Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

**Step 2** Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the

grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

**Step 3** Within seven (7) calendar days following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or his/her designated representative and attempt to resolve the grievance.

Within seven (7) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

**Step 4** If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators.

Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

22.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs of the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

22.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

## ARTICLE 22 – GRIEVANCE PROCEDURE (Continued)

22.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

## ARTICLE 23 – RIGHT OF SUBCONTRACT

23.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in a reduction of the work force covered by this Agreement, the Employer shall give the Union a sixty (60) calendar day notice of the intention to subcontract.

23.2 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to employers who qualify in accordance with Ordinance 14013.

## ARTICLE 24 – NONDISCRIMINATION

24.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.

24.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

## ARTICLE 25 – SEVERABILITY

25.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

25.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative, or judicial determination.

## ARTICLE 26 – WAIVER

26.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

26.2 Therefore, the Employer and the Union for the duration of this Agreement agree that the other party shall not be obligated to meet and negotiate over any terms or conditions of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.

## ARTICLE 26 – WAIVER (Continued)

26.3 Any and all prior ordinances, agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

## ARTICLE 27 – CITY MILEAGE PLAN

27.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Legislative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

27.2 Effective January 1, 2005, employees of this bargaining unit shall receive the current IRS mileage reimbursement rate.

27.3 The City will provide parking at a location and manner of the employer's choice within a reasonable distance of the work site for City employees who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

27.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than the minimum required by the state of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

## ARTICLE 28 – DURATION AND PLEDGE

28.1 This Agreement shall become effective as of the date of signing, except as specifically provided otherwise in Articles 11 and 12, and shall remain in effect through the 30th day of April, 2028 and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in 28.2.

28.2 If either party desires to terminate or modify this Agreement, effective as of the date of expiration, the party wishing to modify or terminate the Agreement shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided, that the Agreement may only be so terminated or modified effective as of the expiration date.

28.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

## ARTICLE 29 – DURATION AND PLEDGE (Continued)

28.3 (1) The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or part from the full, faithful performance of their duties of employment.

28.3 (2) The Employer will not engage in, instigate, or condone any lock-out of employees.

28.3 (3) This constitutes a tentative agreement between the parties which will be recommended by the City Negotiator, but is subject to the approval of the Administration of the City, and is also subject to ratification by the Union.

Agreed and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representative(s) for the Employer and the Union:

**WITNESSES:**

City of Saint Paul

Christy Harriman (Aug 14, 2025 14:17:48 CDT) Aug 14, 2025

Christy Harriman — Date
Labor Relations Specialist

Jason Schmidt Aug 19, 2025

Jason Schmidt — Date
Labor Relations Manager

North Central States Regional Council of Carpenters

A Hill (Aug 14, 2025 14:13:32 CDT) Aug 14, 2025

Aaron Hill — Date
Business Representative

## APPENDIX A

The classes of positions recognized by the Employer as being exclusively represented by the Union are as follows:

Carpenter

Lead Carpenter (formerly Carpenter-Foreman)

Building Inspector

Building Inspector (Carpenter, Plasterer, Lather)

Senior Building Inspector

and other classes which may be established by the Employer where both parties agree that the newly established classes should be represented by the Union.

In the event that the parties cannot agree, the issue shall be determined by the State Bureau of Mediation Services.

## APPENDIX B

The basic hourly wage rate for temporary employees and union-benefited employees appointed to the following class of positions shall be:

| | Effective 05/01/2025 (or closest pay period) |
|---|---|
| Carpenter | $48.54 |
| Lead Carpenter | $52.04 |
| Building Inspector | |
| 1st Step | $48.54 |
| 2nd Step | $52.04 |
| 3rd Step | $58.84 |
| 4th Step | $60.84 |
| Senior Building Inspector | $65.15 |

All Building Inspectors shall be paid the appropriate step in accordance with Article 11.2 of the collective bargaining agreement.

Lead Carpenter Rate is equivalent to the AGC Foreperson rate.
Step 1 Building Inspector rate is equivalent to the AGC Carpenter Rate.
Step 2 Building Inspector rate is equivalent to the Lead Carpenter/ AGC Foreperson rate.

The total package increases shall be allocated between wages and fringe benefits in a proportion decided by the Union. The increases shall be as follows:

- Effective 05/01/2025 (or closest pay period): $4.00
- Effective 05/01/2026 (or closest pay period): $3.00
- Effective 05/01/2027 (or closest pay period): $2.50

The rate increases above include fringes that the City does not pay (Worker Wellness Program and the Fair Contracting fringe).

The City will adjust wage and fringe benefit contributions with notice from the union in accordance with the total package increase and Appendix C.

## APPENDIX C

Effective date of signing 5/1/2025 (or closest pay period) the Employer shall:

(1) Deduct and forward **$3.27** to a Fund per hour for all hours worked by employees covered by this agreement. This amount shall be in the form of a payroll deduction from the hourly rates listed in Appendix B.

(2) Contribute **$28.84** per hour for all hours worked by employees covered by this agreement to a union designated fund.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1365

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1365 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 266-6604 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | Appointment of Interim PED Director Melanie McMahon | | | **Final Action:** | |
| **Title:** | Approving the appointment of Melanie McMahon as Interim Director of the Department of Planning and Economic Development | | | | |
| **Notes:** | | | | | |
| | | | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | | | **Enactment Date:** | |
| **Attachments:** | | | | **Financials Included?:** | |
| **Contact Name:** | Kelly Bauer | | | **Hearing Date:** | |
| **Entered by:** | kelly.bauer@ci.stpaul.mn.us | | | **Ord Effective Date:** | |

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File RES 25-1365**

Approving the appointment of Melanie McMahon as Interim Director of the Department of Planning and Economic Development

Whereas, Nicolle Newton has resigned as Director of the Department of Planning and Economic Development (PED) with a last date of employment on September 5, 2025 and the Mayor has appointed Melanie McMahon as Interim Director of PED while a search for a permanent Director of PED is conducted;

BE IT RESOLVED by the City Council of the City of Saint Paul, that:

The City Council hereby approves the appointment of Melanie McMahon as Interim Director of the Department of Planning and Economic Development.

# City of Saint Paul

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## Master

### File Number: RES 25-1404

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|---|---|---|---|---|---|
| **File ID:** | RES 25-1404 | **Type:** | Resolution | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 2668783 | **In Control:** | City Council |
| | | | | **File Created:** | 09/02/2025 |
| **File Name:** | City of Saint Paul's participation in Welcoming Week 2025 | | | **Final Action:** | |

**Title:** Recognizing the City of Saint Paul’s participation in Welcoming Week 2025.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker, Kim and Coleman | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Edmundo Lijo | **Hearing Date:** | |
| **Entered by:** | riddhi.mistry@ci.stpaul.mn.us | **Ord Effective Date:** | |

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File RES 25-1404**

Recognizing the City of Saint Paul’s participation in Welcoming Week 2025.

WHEREAS, Welcoming America is a non-profit, non-partisan organization that works to encourage and support communities to be more inclusive and welcoming towards immigrants, and

WHEREAS, each year in September Welcoming America supports and encourages local communities to host a series of events collectively known as Welcoming Week; and

Whereas, through these Welcoming Week events, organizations and communities bring together neighbors of all backgrounds to build strong connections across their communities and affirm the importance of welcoming and inclusive places in achieving collective prosperity; and

WHEREAS, this year Welcoming Week will take place from September 12th through 21st, and

WHEREAS, During Welcoming Week, communities across the country host events to bring together residents with roots in the United States as well as individuals born outside this country, including immigrants, refugees and New Americans, to celebrate and foster mutual understanding and belonging across the nation; and

WHEREAS, this resolution is joined by other Minnesota cities to stand together in maintaining a welcoming Minnesota where all who live here are welcomed, that fosters a sense of belonging and provides all who live here with an opportunity to contribute; and

WHEREAS, Saint Paul is recognized as a welcoming city whose success depends on ensuring that every resident feels they belong in the city they call home; and

WHEREAS, people who have traditional roots in Minnesota or arrive in Minnesota as immigrants, refugees, or newcomers, own homes, start businesses, and are valued members of our Saint Paul community; and

WHEREAS, by fostering a welcoming environment for all-regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors-we enhance Saint Paul's health, economic prosperity, and well-being for current and future generations; and

WHEREAS, community efforts that promote understanding and collaboration between long-time residents and foreign-born community members are crucial to ensuring a welcoming environment; and

WHEREAS, this resolution is joined by other Minnesotan cities to stand together in a collaborative effort to maintain a welcoming community throughout the state; now therefore, be it:

RESOLVED, that the City Council hereby recognizes and celebrates Welcoming Week on September 12th through September 21st, 2025, and reaffirms our commitment to Saint Paul being a Welcoming City, one which fosters a sense of belonging among all its residents, including residents with deep roots in Saint Paul and Minnesota as well as residents from every part of our country and our world.

# City of Saint Paul

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## Master

### File Number: RES 25-1357

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1357 | **Type:** | Resolution | **Status:** | For Discussion |
| **Version:** | 1 | **Contact Number:** | 266-6552 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | Joseph's Pointe Conduit Multifamily Housing Revenue Obligations CC Res | | | **Final Action:** | |

**Title:** Reciting a proposal for a housing program for a Multifamily Rental Housing Development, approving the project and the program pursuant to Minnesota Statutes, Chapter 462C, authorizing the Housing and Redevelopment Authority to Issue Conduit Multifamily Housing Revenue Obligations and authorizing the preparation of necessary documents and materials in connection with said project and program, Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

| | | | |
|---|---|---|---|
| **Notes:** | | | |
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Hannah Chong | **Hearing Date:** | |
| **Entered by:** | kelly.bauer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 09/03/2025 | Laid Over | City Council | 09/10/2025 | | Pass |

**Action Text:** Laid over to September 10, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

### Text of Legislative File RES 25-1357

Reciting a proposal for a housing program for a Multifamily Rental Housing Development, approving the project and the program pursuant to Minnesota Statutes, Chapter 462C, authorizing the Housing and Redevelopment Authority to Issue Conduit Multifamily Housing Revenue Obligations and authorizing the preparation of necessary documents and materials in connection with said project and program, Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

WHEREAS, Minnesota Statutes, Chapter 462C (the "Act") confers upon cities, or housing and

redevelopment authorities or port authorities authorized by ordinance to exercise on behalf of a city the powers conferred by the Act, the power to issue revenue bonds to finance a program for the purposes of planning, administering, making or purchasing loans with respect to one or more multifamily housing developments within the boundaries of the city; and

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") has been designated, by ordinance, to exercise, on behalf of the City of Saint Paul, Minnesota (the "City") the powers conferred by Minnesota Statutes, Section 462C.01 to 462C.081; and

WHEREAS, the HRA has received a proposal from Wilkin Street LLLP, a Minnesota limited liability limited partnership (or another entity to be formed by or affiliated with Schafer Richardson, LLC, the "Borrower"), that the HRA undertake a housing finance program (the "Housing Program") to finance the Project hereinafter described, pursuant to Minnesota Statutes, Chapter 462C, through the issuance of taxable and tax exempt housing revenue bonds or notes in one or more series in an estimated aggregate principal amount not to exceed $13,000,000 (the "Bonds"); and

WHEREAS, the project to be financed by the Bonds is the acquisition, renovation, rehabilitation, construction and equipping of an existing 90-unit apartment community, related amenities and underground parking all to be located at 200 Wilkin Street in the City (the "Project"); and

WHEREAS, the Project will be owned and operated by the Borrower, or an affiliated entity; and

WHEREAS, the proposal calls for the HRA to loan the proceeds realized upon the issuance and delivery of the Bonds to the Borrower pursuant to a loan agreement wherein the Borrower will be obligated to pay all costs and expenses of the HRA and the City incident to the issuance of the Bonds; and

WHEREAS, the City desires to facilitate the construction and development of multifamily housing facilities within the City; and the Project will assist the City in achieving these objectives; and

WHEREAS, a public hearing on the Housing Program and the Project was held on this date by the HRA at a regularly scheduled meeting of the Board of Commissioners of the HRA following duly published notice, at which time a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing; and

WHEREAS, following the public hearing, the HRA adopted a resolution providing approval to the issuance of the Bonds by the HRA subject to the approval of the City Council; and

WHEREAS, no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saint Paul, Minnesota, as follows:

1. The City hereby approves the multifamily rental housing project, described above, to be undertaken by the Borrower pursuant to the Borrower's specifications, and approves the Housing Program therefor, pursuant to the Act.

2. On the basis of information available to the City it appears, and the City hereby finds, that the Project constitutes a multifamily housing development within the meaning of subdivision 5 of Section 462C.02 of the Act; that the availability of the financing under the Act and the willingness of the HRA to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and that the effect of the Project, if undertaken, will be to provide multifamily rental housing opportunities to residents of the City, and to promote more intensive development and use of land within the City.

3. The Project, and the program to finance the Project by the issuance of the Bonds, is hereby approved by the City subject to final approval by the Borrower and the purchaser of the Bonds as to ultimate details of the financing of the Project, all subject to the availability of an allocation of tax exempt bonding authority for the Bonds.

4. Pursuant to Chapter 72, Saint Paul, Minnesota Administrative Code, the City hereby authorizes and directs the HRA to issue the Bonds to finance the Project and to implement the

Housing Program and to take all actions necessary or desirable in connection therewith, and no further approval or authorization of the City shall be required.

5. The Borrower has agreed and it is hereby determined that any and all costs incurred by the City or the HRA in connection with the financing of the Project whether or not the Project is carried to completion and whether or not approved by HRA will be paid by the Borrower.

6. Kutak Rock LLP, as bond counsel, and such financial institutions as may be selected by Borrower, with the consent of the HRA, are authorized to assist in the preparation and review of necessary documents relating to the Project and the financing program therefor, to consult with the City Attorney, Borrower and the purchaser of the Bonds as to the maturities, interest rates and other terms and provisions of the Bonds and as to the covenants and other provisions of the necessary documents and submit such documents to the HRA for final approval.

7. Nothing in this Resolution or the documents prepared pursuant hereto shall authorize the expenditure of any municipal funds on the Project. The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property or funds of the City or the HRA except the revenue and proceeds pledged to the payment thereof, nor shall the City or the HRA be subject to any liability thereon. The holders of the Bonds shall never have the right to compel any exercise of the taxing power of the City or the HRA to pay the outstanding principal on the Bonds or the interest thereon, or to enforce payment thereon against any property of the City or the HRA. The Bonds shall recite in substance that the Bonds, including the interest thereon, are payable solely from the revenue and proceeds pledged to the payment hereof. The Bonds shall not constitute a debt of the City or the HRA within the meaning of any constitutional or statutory limitation.

8. In anticipation of the issuance of the Bonds to finance all or a portion of the Project, and in order that completion of the Project pursuant to the Borrower's specifications will not be unduly delayed when approved, the Borrower is hereby authorized to make such expenditures and advances toward payment of that portion of the costs of the Project to be financed from the proceeds of the Bonds, as the Borrower considers necessary, including the use of interim, short-term financing, subject to reimbursement from the proceeds of the Bonds if and when delivered but otherwise without liability on the part of the City or the HRA.

9. The City's PED Director, staff and legal counsel are hereby authorized and directed to take all actions necessary to implement this Resolution.

# City of Saint Paul

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15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1358

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|---|---|---|---|---|---|
| **File ID:** | RES 25-1358 | **Type:** | Resolution | **Status:** | For Discussion |
| **Version:** | 1 | **Contact Number:** | 266-6552 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | Joseph's Pointe Loan CC Res | | | **Final Action:** | |

**Title:** Approving issuance of a $241,157.97 ERA2 loan and execution of the loan agreements and related documents for the Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/03/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Hannah Chong | **Hearing Date:** | |
| **Entered by:** | kelly.bauer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 09/03/2025 | Laid Over | City Council | 09/10/2025 | | Pass |

**Action Text:** Laid over to September 10, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

### Text of Legislative File RES 25-1358

Approving issuance of a $241,157.97 ERA2 loan and execution of the loan agreements and related documents for the Joseph's Pointe at Upper Landing Project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

WHEREAS, on March 21, 2021, the United States Congress passed the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the "Second Act") in response to the ongoing effects of the COVID-19 public health emergency; and

WHEREAS, under the Second Act, the U.S. Department of Treasury ("Treasury") allocated $11,588,419.60 to the City (the "ERA2 Funds"); and

WHEREAS, RES PH-21-319 authorized the City to accept the ERA2 funds; amend the 2021 budget to incorporate and appropriate the funds; and execute necessary agreements; and

WHEREAS, in accordance with the Second Act, after October 1, 2022, if at least 75 percent of total ERA2 funds have been obligated to eligible uses related to housing and housing stability services, remaining funds can be used for other affordable housing purposes as defined by the Secretary of the Department of Housing and Urban Development ("HUD") to assist very low-income families; and
WHEREAS, to date, the City has obligated and/or expended 98% of ERA2 for eligible uses related to housing and housing stability services; and,
WHEREAS, on March 24, 2024, Treasury published FAQ 46 updating guidance for affordable housing developments using ERA2 funds; and
WHEREAS, the City found that the proposed uses of the Project are eligible to be funded by ERA2 as identified in FAQ 46, which identifies the following eligible expenses: "the acquisition of real property for the purpose of constructing, rehabilitating, or preserving affordable rental housing projects serving very low-income families; and predevelopment activities that enable the construction, rehabilitation, or preservation of affordable rental housing projects serving very low-income families, including architectural and engineering design, planning, permitting, surveys, appraisals, and environmental review associated with an eligible project"; and
WHEREAS, to use ERA2 funds for an affordable rental housing project, the purpose must be aligned with at least one other program and meet the requirements of such program as outlined in FAQ 46; and
WHEREAS, the Project will utilize the Low-Income Housing Tax Credit ("LIHTC") program as part of project financing; and
WHEREAS, according to the ERA2 guidance, the funds must be obligated by September 30, 2025 and spent within 120 days thereafter; and,
WHEREAS, through the standard application for affordable housing funding process, the City identified that the Project is eligible for the remaining $241,157.97 of ERA2 funds; and,
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Saint Paul does hereby:

1. Authorize the City to loan $241,157.97 in ERA2 funds to Developer and/or affiliated entities for the Joseph's Pointe rehabilitation project at 200 Wilkin Street.
2. Authorize the appropriate City officials to execute agreements and such other documents necessary to carry out this Resolution.
3. Authorize City staff to take all other actions necessary to carry out this Resolution.
4. This Resolution does not constitute a binding legal agreement; rather, the action taken herein shall not be effective until said documents are executed by the appropriate official(s) of the City.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES 25-1359

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES 25-1359 | **Type:** | Resolution | **Status:** | For Discussion |
| **Version:** | 1 | **Contact Number:** | 266-6552 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | Joseph's Pointe PLA CC Res | | | **Final Action:** | |

**Title:** Authorizing use of a Project Labor Agreement (PLA) for the rehabilitation of the Joseph's Pointe at Upper Landing project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Hannah Chong | **Hearing Date:** | |
| **Entered by:** | kelly.bauer@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 09/03/2025 | Laid Over | City Council | 09/10/2025 | | Pass |

**Action Text:** Laid over to September 10, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

### Text of Legislative File RES 25-1359

Authorizing use of a Project Labor Agreement (PLA) for the rehabilitation of the Joseph's Pointe at Upper Landing project, 200 Wilkin Street (District 9, Ward 2). (Laid over from September 3, 2025)

WHEREAS, the Saint Paul City Council adopted a policy on the use of Project Labor Agreements ("PLA") pursuant to Council File #09-584 for projects involving $250,000 or more of city money; and

WHEREAS, Wilkins Street LLLP, a Minnesota limited partnership, and/or its affiliated entity (the "Developer"), will acquire and rehabilitate a vacant building located 200 Wilkin Street (the "Project"). The total project budget will be over $250,000, and a portion of this amount will be financed by CDBG and ERA2 funds from the City of Saint Paul; and

WHEREAS, Planning and Economic Development staff sent written "Notice and Request for Recommendation on the Use of a PLA" to interested parties on August 6, 2025 with only one response received from the Saint Paul Building Trades Council; and

WHEREAS, the Saint Paul Building Trades Council responded to recommend a PLA for the Project, stating “dollar amount, multi-craft, project length” as reasons for their recommendation; now, therefore, be it

RESOLVED, that the City Council of the City of Saint Paul:

1. hereby approves the use of a PLA on the rehabilitation at 200 Wilkin Street; and

2. hereby authorizes the appropriate city officials to draft and execute such documents as are necessary to implement this resolution.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: Ord 25-48

**File ID:** Ord 25-48 **Type:** Ordinance **Status:** Final Adoption

**Version:** 1 **Contact Number:** 2666307 **In Control:** City Council

**File Created:** 08/07/2025

**File Name:** Amending Chapter 130 of the Saint Paul Legislative Code - Procedure for Vacating Streets and Other Public Grounds **Final Action:**

**Title:** Amending Chapter 130 of the Legislative Code, Procedure for Vacating Streets and Other Public Grounds.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Noecker **Enactment Date:**

**Attachments:** Ch. 130 summary.08072025, Impacts of Vacation ordinance (Ch. 130 Leg. Code) amendment.08072025, Vacation Primer.08072025 **Financials Included?:**

**Contact Name:** Sarah Sullivan **Hearing Date:**

**Entered by:** riddhi.mistry@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 08/27/2025 | Laid Over to Second Reading | City Council | 09/03/2025 | | |
| | **Action Text:** | Laid over to September 3, 2025 for Second Reading | | | | | |
| 1 | City Council | 09/03/2025 | Laid Over to Final Adoption | City Council | 09/10/2025 | | Pass |
| | **Action Text:** | Laid over to September 10, 2025 for Final Adoption | | | | | |
| | | Yea: 7 | Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman | | | | |
| | | Nay: 0 | | | | | |

### Text of Legislative File Ord 25-48

Amending Chapter 130 of the Legislative Code, Procedure for Vacating Streets and Other Public Grounds.

SECTION 1

WHEREAS, the Real Estate Section of the Office of Financial Services is responsible for administering proceedings for the vacation of streets and public ways; and

WHEREAS, the Real Estate Section has conducted a review of Chapter 130 of the Legislative Code

pertaining to the vacation of City right of way; and
WHEREAS, said review has identified provisions in need of clarification and updating, with the aim of simplifying and improving the City's vacation policies and procedures for the benefit of elected officials, City administrative staff, and property owners; now, therefore, be it
RESOLVED, that the Council of the City of Saint Paul does hereby ordain:

SECTION 2

Chapter 130.01 of the Saint Paul Legislative Code is hereby amended as follows:
Section 130.01. - Definitions. For the purposes of this Chapter, the following definitions apply:

~~The word "street," as used in this chapter, shall be construed to mean public grounds, public streets, alleys and highways in the City of Saint Paul.~~

*Abutting*: Real property touching, reaching, joining, bordering on, or contiguous with city property in the City of Saint Paul.

*Affected property owners:* Property owners whose properties either abut the street requested to be vacated or do not abut the street, but whose access to or use of such properties may be impaired, altered, or inconvenienced by the vacation of the street.

*Facilities*: Sewer, water, gas, electric, communication mains, pipes, conduits, wires, poles, towers, and other related public and private utility transmission equipment.

*Real estate office*: The Real Estate Section of the City's Office of Financial Services.

*Street*: Public streets and highways, alleys, walkways, right-of-way, or parts thereof in the City of Saint Paul, whether established by plat, direct conveyance, or condemnation, and whether opened and improved or unimproved.

*Utilities*: Legal entities that operate facilities within city right of way, including the City of Saint Paul, the Board of Water Commissioners of the City of Saint Paul, and private utility companies that operate within city right of way pursuant to franchise agreements with the city.

SECTION 3

Chapter 130.02 of the Saint Paul Legislative Code is hereby amended as follows:
Sec. 130.02. - Procedure for initiating proceedings.

(a) The council of the City of Saint Paul shall have the exclusive power to vacate public streets or portions thereof within the city. Vacation proceedings may be initiated in the following manner:

(1) Where the ~~City of Saint Paul~~ city owns fee title to all or any portion of the property sought to be vacated, any member of the ~~city~~ council or the mayor may submit a written petition therefore;

(2) By written petition of ~~the~~ a majority of ~~the~~ owners of the ~~property on the line of~~ properties abutting such street or portion thereof ~~sought~~ requested to be vacated;

(3) The ~~city~~ council may by resolution waive the requirement for the petition by a majority of owners ~~for a petition~~ of properties abutting the street or portion thereof requested to be vacated if the ~~city~~ council shall determine that a hardship exists thereof, and in such case ~~a petition~~ may be submitted by any number of owners of property ~~on the line of~~ abutting such street or portion thereof ~~sought to be vacated~~.

(b) All petitions shall ~~bring forth~~ describe the facts and reasons for such vacation, accompanied by a plat and a survey or detailed drawing of such street or streets

proposed to be vacated. Petitions shall be addressed to the council ~~of the City of Saint Paul~~ and filed with the city clerk.

SECTION 4

Chapter 130.03 of the Saint Paul Legislative Code is hereby amended as follows:

Sec. 130.03. - Verified petitions and filing expense.

All petitions filed by owners as provided above shall be verified by the oath of one of the petitioners that the petition was signed by each ~~of the parties described~~ party identified in the petition and in presence of the affiant. Such petitions must be approved by the real estate ~~section of the~~ office ~~of financial services~~ as to ~~form~~ sufficiency before submission to the council. The real estate ~~section of the~~ office ~~of financial services~~ shall ~~certify~~ determine that the petition is signed by the requisite number of petitioners and that such petitioners are the owners of the property abutting upon the street or portion thereof ~~sought~~ requested to be vacated. For the purpose of verifying titles and ownership, ~~abstracts of~~ each petition shall include an ownership and encumbrance report prepared by a title ~~certified~~ company, or a deed including current ownership of real property abutting the street if there is only one abutting owner to the ~~date of petition or~~ street requested to ~~any time thereafter shall~~ be ~~submitted with the petition~~ vacated. At the time of filing such ~~petitions the owners petitioning therefor~~ petition, the petitioner shall pay to the city clerk one hundred dollars ($100.00) as the filing fee ~~therefor and coverage~~. Upon competition of the vacation process, as evidenced by council approval of the ~~city's~~ vacation resolution and the city's receipt of a certificate of completion in accordance with Sec. 130.07 of this chapter, the petitioner shall pay the city's publication, filing, and other ~~procedural~~ administrative costs ~~connected therewith~~, as determined and administered by the real estate office.

SECTION 5

Chapter 130.04 of the Saint Paul Legislative Code is hereby amended as follows:

130.04. - Public hearing.

(a) The real estate ~~section of the~~ office ~~of financial services~~ shall contact all affected city departments, ~~agencies~~ utilities, and other units of government that may have an interest in the street being considered for vacation for the purpose of submitting to the council a ~~report~~ resolution with ~~recommendations~~ terms and conditions concerning the vacation and the present or future needs and uses of the street ~~under consideration. This report~~ requested to be vacated. The resolution shall be ~~returned~~ submitted to the ~~city~~ council within sixty (60) days following the date of the ~~request~~ real estate office's approval of the sufficiency of the vacation petition unless the council shall grant an extension of, or the petitioner and the real estate office mutually agree to extend, the time thereof. Upon receipt of the ~~report and recommendation~~ resolution, the council shall fix a date for public hearing to consider the petition and afford an opportunity to all affected property owners to be heard. The ~~city clerk~~ real estate office shall cause notice of the hearing to be published once in the official newspaper of the city~~,~~ and mailed notice thereof ~~shall be given by the real estate section of the office of financial services~~ to all affected property owners ~~of land abutting on the street proposed to be vacated~~. Published notice and mailed notice shall be made at least twenty (20) days in advance of the public hearing.

(b) The council, at the public hearing or adjournment thereof, shall consider the petition and may, by resolution adopted by an affirmative vote of at least five (5) of its members, vacate and declare such street or portion thereof vacated and discontinued.

The council may condition any vacation upon terms and conditions and such compensation being paid to the city as shall be set forth in its resolution. No vacation of any street shall ~~be allowed~~ become effective except upon the petitioner's compliance with all such terms and conditions ~~as may be~~ established by the ~~city~~ council in the resolution, as verified by the real estate office.

SECTION 6

Chapter 130.05 of the Saint Paul Legislative Code is hereby amended as follows:

Sec. 130.05. - Terms and conditions of vacation.

All vacations of streets made by the council shall be made upon and subject to the following terms and conditions:

(1) The council shall specify in the vacation resolution that any claim by any utility, city department, or other unit of government to access, construct, reconstruct, install, or repair, replace, relocate, maintain, or operate its facilities or exercise any property rights that such entities may possess within the street being vacated, is released and terminated except upon satisfaction of one of the following conditions:

(a) The entity has provided written evidence to the real estate office of its desire to reserve its property rights, regardless of whether the entity, if a utility, has existing facilities within the street being vacated; or

(b) The entity has not provided written evidence to the real estate office of its desire to reserve its property rights, but the real estate office has determined that the entity, if a utility, has existing facilities within the street being vacated; or

(c) The entity has an active franchise agreement with the City.

~~(2)~~ ~~(1)~~ The petitioner shall pay into the treasury of ~~said~~ the city such sum of money as may be fixed by the council in the vacation resolution as compensation ~~to the city for such vacation, and in addition thereto,~~ for the cost of the vacation proceedings; provided, however, that compensation shall not be required if the city is the petitioner as provided for in Section 130.02(a)(1).

~~(3)~~ ~~(2)~~ The ~~petitioners, or some of them,~~ petitioner shall ~~file with~~ agree to language in the ~~city clerk a bond or undertaking and/or file a written covenant~~ resolution, ~~as may be required and fixed by the council,~~ in such form as may be approved by the city attorney, ~~conditioned~~ to indemnify and hold the city harmless from any and all damages, claims for damages, costs, charges, and expenses of every kind and nature arising or growing out of the vacation of the street described in the resolution. ~~In~~ The council may additionally require that the ~~event~~ petitioner file with the city clerk a bond or undertaking ~~is required as provided herein, then no~~ and/or file a written covenant, in such form as approved by the city attorney, to condition these requirements. No bond or undertaking shall be for a period in excess of six (6) years from the date of acceptance of the terms and conditions.

~~The city shall reserve and hereby does reserve for itself and to and for any persons or corporations having public instrumentalities in the vacated street the right to install, maintain and operate any sewer, water, gas or electric main, pipe or conduit, or any other public instrumentality in or upon the vacated street and to enter upon such street or any portion thereof at any time and from time to time for the purpose of reconstructing,~~

~~inspecting, maintaining or repairing same. Provided, that the council resolution may specify that the street or portion thereof to be vacated is released from the claim of the city, for itself or on behalf of any other person or corporation, to any right or easement therein for the construction, reconstruction, repair, maintenance and operation of any of the aforesaid instrumentalities by the city council's findings in said resolution that no such public instrumentality is located within the street or portion thereof to be vacated, or if so located therein is voluntarily surrendered or abandoned by the city. Provided further, additional to all other authority and power hereby conferred upon such city council, that said city council shall be authorized and empowered to make special provision in any particular case for the reservation to said city, as an exception to the vacation of any public ground, public street, alley or highway, of a perpetual right or easement within the tract of land which shall embrace the vacation area for said city's construction, reconstruction, repair, maintenance and operation therein of public sewer, water, gas or electric mains, pipes, conduits or other public instrumentalities, despite the fact that no such public instrumentalities shall be located within such tract of land when the subject vacation shall be effected.~~

(4) If by virtue of such vacation, or if by subsequent grant, any street ~~or part thereof~~ shall become the property of any person or ~~corporation~~ legal entity paying a gross earnings tax in lieu of other taxes and assessments, such vacated street ~~or portion thereof~~ shall nevertheless be subject to assessments for any public or local improvements in common with other property deemed benefited thereby.

(5) Within sixty (60) days after ~~the publication~~ council adoption of any vacation resolution, the petitioner shall ~~file with the city clerk an~~ submit to the real estate office a signed acceptance in writing of the conditions of such resolution, and shall within the period(s) specified within the terms and conditions of such resolution comply in all respects with the terms and conditions therein. In case of failure to ~~file~~ submit such acceptance within sixty (60) days and to comply with such conditions set forth in said resolution, the ~~resolution shall be ipso facto null and void; provided, however, that the council may, by resolution adopted by an affirmative vote of at least five (5) of its members prior to the expiration of said sixty day period, or prior to the expiration of the period(s) for compliance specified in such resolution, amend the vacation resolution so as to extend the time for compliance for an additional period~~ real estate office may extend the time for compliance for no greater than an additional sixty (60) day period.

(6) The terms and conditions specified in this section shall be deemed to be part of every vacation resolution, and such resolution shall refer to this chapter by citation and set out the conditions. The imposition of the conditions herein specified shall not be construed to preclude the council from imposing such other and further conditions as it may deem advisable in particular cases.

SECTION 7

Chapter 130.06 of the Saint Paul Legislative Code is hereby amended as follows:

Sec. 130.06. - Waiver of retained easements.

~~(a) The terms and conditions specified in section 130.05 shall be deemed to be a part of every vacation resolution, and such resolution shall refer to this chapter by citation, but need not set out the conditions. The imposition of the conditions herein specified shall not be construed to preclude the council from imposing such other and further conditions as~~

~~it may deem advisable in particular cases.~~

(a) The terms and conditions as specified and reserved in section 130.05(3) may be waived by subsequent resolution of the council ~~of the City of Saint Paul~~, said resolution to ~~be adopted and approved by no fewer than five (5) votes of the council members present and voting, and said resolution to~~ recite therein that the City of Saint Paul, for itself and ~~for~~ on behalf of those ~~persons~~ entities and utilities for whom it has previously reserved easements, rights, and other claims in said vacated street ~~property for the installation, maintenance and operation of any sewer, water, gas or electrical main, pipe or conduit of public instrumentality~~, and upon receipt in writing of certificates of intended nonuse of reserved rights, easements, and other claims by the ~~affected city departments or public service corporations~~ entities, shall, as to said vacation ~~property~~, waive, terminate, and extinguish said retained rights, easements, and other claims~~.~~, as adopted and approved by no fewer than five (5) votes of the council members present and voting.

SECTION 8

Chapter 130.07 of the Saint Paul Legislative Code is hereby amended as follows:

Sec. 130.07. - Certificate of completion.

Upon the petitioner's written compliance with all ~~of the~~ terms and conditions of ~~such~~ the vacation resolution, ~~the city clerk shall issue a certificate to the effect that~~ as verified by the ~~petitioners, or some of them, have complied with the terms and conditions of such resolution and that thereby~~ real estate office, said resolution ~~has~~ shall become operative~~. The city clerk~~ and the real estate office shall file a city clerk certified copy ~~such certificate, together with a copy of the vacation~~ of said resolution~~,~~ with the office of the county recorder and/or registrar of titles of Ramsey County and shall notify ~~all affected city departments~~ the city's department of public works of such filing.

SECTION 9

Chapter 130.08 of the Saint Paul Legislative Code is hereby amended as follows:

Sec. 130.08. - Rescission of resolutions-Failure to comply with conditions.

In the event the petitioner ~~shall~~ fails to comply with the conditions of the vacation resolution or to submit a signed written acceptance of the conditions of the resolution within the 60-day time period ~~of time~~ or extension thereof, as set forth ~~therein,~~ in Sec. 130.05 (5), the ~~city clerk~~ real estate office shall ~~so~~ notify the ~~city~~ council, and the council shall, by resolution, ~~shall~~ rescind its previous resolution vacating the street or portion thereof. Copies of said resolution shall be transmitted by the ~~city clerk~~ real estate office, to the petitioner, and to all ~~affected city departments~~ utilities.

SECTION 10

This Ordinance shall take effect and be in force thirty (30) days following passage, approval, and publication.

## Ch. 130, Legislative Code, Procedure for Vacating Streets
## Summary of Proposed Amendments

Office of Financial Services – Real Estate Section (with City Attorney review and approval)
August 7, 2025

**Purpose of the ordinance amendment:**

To clarify, update and simplify the City's right-of-way vacation ordinance with the goal of improving the vacation procedures for the benefit of elected officials, city administrative staff and property owners who petition for the vacations. No new laws or legal requirements are being created by the amendment.

Sec. 130.01 – Definitions

- Adds new definitions to more precisely specify terms used throughout the ordinance

Sec. 130.02 – Procedure for initiating proceedings

- Clarifies and adds precision to terms associated with property owner petitions to vacate right-of-way

Sec. 130.03 – Verified petitions and filing expense

- Clarifies requirements for petitions and costs to petitioners

Sec. 130.04 – Public hearing

- Clarifies steps taken by Real Estate staff to seek input on petitioned vacations from city departments and public and private utilities
- Allows an extension – by agreement of the City and petitioner – on the 60-day turnaround from petition submission to Council approval
- Clarifies when the vacation becomes effective, i.e., when the petitioner complies with all terms and conditions established in the vacation resolution

Sec. 130.05 – Terms and conditions of vacation

- **This section reflects the key substantive changes that prompted revision of the ordinance:**
    - Clarifies that when the City vacates or terminates its right-of-way easement rights, any other easement rights the city or public and private utilities may have in the right-of-way are also terminated unless: the affected entity specifically reserves its rights, or OFS/Real Estate determines that a utility has existing facilities located in the vacation area, or the utility is a city franchisee
    - Clarifies language for costs to petitioners for the vacation
    - Removes the petitioner requirement to file a bond but gives Council the right to require one. Also, clarifies language requiring the petitioner to indemnify the City
    - Eliminates unnecessary, complicated and archaic text
    - Clarifies the timeframe for a petitioner to submit a signed compliance form after Council approval of the vacation (60 days), and allowing up to a 60-day extension

Sec. 130.06 – Waiver of retained easements

- Reorganizes and clarifies the language permitting the later release of conditions or utility easement rights that were retained in a previous vacation resolution

Sec. 130.07 – Certificate of completion

- Clarifies that when a petitioner signs a compliance form stating the petitioner will comply with all terms and conditions of the vacation resolution, Real Estate will file a certified copy of the resolution with the county recorder's office

Sec. 130.08 – Rescission of resolutions – Failure to comply with conditions

- Clarifies the requirements to rescind a Council-adopted vacation resolution if the petitioner fails to comply with the resolution conditions within a 60-day time period or permitted extension.

## Vacation Ordinance (Ch. 130, Leg. Code)
## Proposed Amendment – Impacts on Participants

OFS/Real Estate
August 7, 2025

**City Departments and Public/Private Utilities**

What continues:

- Real Estate will send a vacation information and a "reply form" for feedback on whether they support or oppose the vacation (and why), and whether utilities wish to retain easement rights after the right-of-way is vacated.

- Real Estate will continue to reflect in the city council vacation resolutions any conditions or requirements departments and utilities may impose related to the vacation or any release or retention of utility easements they may want.

- Utilities may continue to retain their easement rights in a vacation area even if they do not currently have facilities located in the vacation area.

- There continues to be a mechanism to release easements subsequent to a vacation. Real Estate will continue to request department/utility input on such easement-release requests as they come in.

What's new:

- Clarification of definitions:
    - Facilities: "sewer, water, gas, electric, communication mains, pipes, conduits, wires, poles, towers, and other related public and private utility transmission equipment."
    - Street: "public streets, highways, alleys, walkways, right-of-way, or parts thereof in the city of Saint Paul, whether established by plat, direct conveyance or condemnation, and whether opened and improved or unimproved."
    - Utilities: "legal entities that operate facilities within city right of way, including the City of Saint Paul, the Board of Water Commissioners of the City of Saint Paul, and private utility companies that operate within city right of way under franchise agreements with the city."

- KEY CHANGE: Release/retention of easement rights:
    - In the event a utility does not respond to Real Estate's request for input on the vacation in a reasonable timeframe, or does not respond at all, the vacation resolution will retain the utility's easement rights if it has existing facilities in the vacation area or if the utility is a city franchisee, and will

release its easement rights if OFS/Real Estate determines no facilities are located in the vacation area or the utility is not a city franchisee.

**City Administration (OFS/Real Estate)**

What continues:

- Allows Mayor to submit a vacation petition if desired
- No impact on the city budget

What's new:

- Nothing

**City Council**

What continues:

- Allows Council to submit a vacation petition if desired
- Vacation resolution heard at a properly notified public hearing (20-day notice)
- 5 votes required to pass the resolution
- Ability to rescind the vacation resolution if the petitioner fails to comply with conditions imposed in the resolution
- No impact on the city budget

What's new:

- Nothing

**Property Owners**

What continues:

- Process largely the same:
    - Same timeframe
    - Allowance for "hardship" petition if necessary
    - Same right to bring petition before Council at a public hearing
    - Same city notification requirements
    - Ability to later release utility easements after previous vacation
    - No cost increase in the filing/application fee ($100)

What's new:

- Clarifies information required in a petition (e.g., ownership and encumbrance report or deed, not property abstract; plat, survey or detailed drawing of street proposed to be vacated)
- Sets a 60-day time limit on petitioners signing a certificate of completion accepting the conditions of the vacation resolution (or up to a 60-day extension, as permitted by OFS/Real Estate). If petitioners fail to comply, Real Estate must prepare a Council resolution to rescind the vacation.

**Question:**
Are there potential negatives resulting from the proposed amendment (e.g., restricted rights, added bureaucracy, more confusion)?

**Answer:**
No, just the opposite. The amendment clarifies terms and procedures that benefit all parties: petitioners, city departments, utilities, Administration, Council.

## Vacation of City Right-of-Way: A Brief Primer
## Office of Financial Services – Real Estate

August 7, 2025

**What does "vacation of city right-of-way" mean?**

Vacation is a term that means to release, terminate or extinguish city right-of-way (ROW) easement rights. It can also generally refer to the release of public utility easement rights (e.g., storm sewer, sanitary sewer, water) and private utility easement rights (gas, electric, communications). The vacation process is authorized by and specified in city ordinance.

**What exactly is "city ROW?"**

City ROW is property in the city that is dedicated to public use for transportation purposes such as highways, streets, alleys and pedestrian trails. ROW generally includes improvements and facilities such as streets, curbs, gutters, underground sewers, water mains, gas lines, overhead power or communication lines, sidewalks, boulevards, street lighting, public trees, pedestrian bike lanes, trails, and pathways. ROW easement rights are most often established by plat, but sometimes by conveyance of deeds or easement documents. ROW rights are most often easements within land that is owned in "fee" by another party. Most "underlying fee owners" of ROW are the owners of property abutting the ROW.

**Why does city right-of-way sometimes need to be vacated?**

Most city ROW was platted many years ago, even as early as the mid-1800s. What were intended to be opened, functioning public streets or alleys were mostly improved as such, but some ROW was never improved and remained a street or alley on paper only. Occasionally, owners of property that abuts platted, unopened ROW – or ROW that was opened, improved and used by the public but later became abandoned – want to construct buildings or other improvements within the ROW, but they cannot do so until it is vacated and the utility easements within the ROW are also released.

**What does the city's vacation ordinance do?**

It establishes the process for vacating ROW rights. It specifies who can petition for a vacation, what information is needed to process a vacation, and how city departments and utilities should weigh in on the vacation request. It also provides for approval of the vacation via resolution before the City Council at a public hearing. And it lays out after-approval steps and options for rescinding the vacation if petitioners do not comply with the terms and conditions of the vacation.

**Why is there a need to amend the vacation ordinance?**

1) The current text is unclear, repetitive and antiquated, and needs to be updated to improve clarity and understandability.
2) Real Estate often delays timely processing of vacation petitions because utility companies do not always provide timely feedback on whether to retain or release their easement rights. The key ordinance amendment helps keep the process moving by allowing the City to release all utility easement rights <u>unless</u>: a utility says they want to retain those rights; city staff determine the utility has a facility (e.g., power line, gas pipe, sewer or water pipe) within the ROW; or the utility is a city franchisee. This more efficient process benefits property owners and developers who want a vacation completed as quickly as possible.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: Ord 25-49

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | Ord 25-49 | **Type:** | Ordinance | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 651-266-6476 | **In Control:** | City Council |
| | | | | **File Created:** | 08/20/2025 |
| **File Name:** | City Council Communication Lead Ordinance | | | **Final Action:** | |

**Title:** Establishing the classification titled City Council Communications Lead in the unclassified service pursuant to Section 12.03.2(H) of the City Charter (must be approved by Civil Service Commission after adoption by City Council and prior to Mayor signature).

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Communications Lead | **Financials Included?:** | |
| **Contact Name:** | Nastassia Leigh | **Hearing Date:** | |
| **Entered by:** | Trisha.Freiberger@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File Ord 25-49

Establishing the classification titled City Council Communications Lead in the unclassified service pursuant to Section 12.03.2(H) of the City Charter (must be approved by Civil Service Commission after adoption by City Council and prior to Mayor signature).

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

SECTION 1. That it is appropriate and desirable to place the position titled City Council Communications Lead in the unclassified service.

SECTION 2. That pursuant to Section 12.03.2 (H) of the City Charter, such positions shall be established in the unclassified service of the City of Saint Paul by ordinance with the consent of the Civil Service Commission.

SECTION 3. That appointment to City Council Communications Lead shall be made by the City Council of the City of Saint Paul and incumbents shall serve at the will and pleasure of the City Council.

SECTION 4. This ordinance shall take effect and be in force 30 days from and after its passage, approval, and publication, including by the Civil Service Commission.

# City Council Communications Lead

**Salary**

$33.05 - $48.29 Hourly

$68,744.00 - $100,443.20 Annually

**General Duty Statement**

THIS IS AN UNCLASSIFIED POSITION. THIS CLASS SPECIFICATION IS FOR ADVISORY PURPOSES ONLY AND IS NOT COVERED UNDER ANY PROVISIONS OF THE CIVIL SERVICE RULES.

Performs highly-responsible professional planning, organizing and executing public relations on behalf of City Council. Develops and designs website resources, social media, marketing, and educational material or promotional brochures, and literature. Researches, writes, edits, and arranges for the distribution of news releases, publications and special articles. Prepares and edits scripts and speeches for presentation at public meetings or for media. Develops and presents public education programs for schools and community organizations. Plans, arranges, displays, and exhibits materials to promote public relations or inform the general public. Performs related duties as required.

**Supervision Received**

Works under the technical, general, and/or administrative supervision of a unit or division manager.

**Supervision Exercised**

May exercise technical supervision over lower-level support, technical, or professional staff.

**Competencies (Not listed in order of importance)**

**Technical Expertise**

1. Demonstrates an advanced understanding of the principles, terms, procedures, laws and regulations, and practices of public information, public relations, and journalism.
2. Demonstrates an understanding of Federal, State and local laws, rules, regulations, standards, policies, and procedures governing issues faced by the Saint Paul City Council.
3. Demonstrates an understanding of the organizational and unit structure, policies, rules, regulations, terms, services, mission, and vision for the City Council.
4. Demonstrates an advanced understanding of software applications applicable to the work being performed and an ability to use software applications, office equipment, and related tools to carry out routine and more difficult work assignments.
5. Demonstrates an ability to develop public information policies and procedures in conjunction with City Council leadership.

6. Demonstrates an ability to apply photographic and audio-visual techniques, layout, design and printing processes, communications media, and web design.
7. Demonstrates an ability to prepare and assemble audio-visual materials to support public relations efforts.
8. Demonstrates an ability to maintain and/or design website information.
9. Demonstrates an ability to identify and minimize risks and liabilities associated with pertinent federal and state laws compliance and program accessibility. Resolves issues and refers more complex issues to supervisory staff.

**Decision Making and Problem Solving**

10. Demonstrates an advanced ability to identify and resolve routine and more complex problems associated with the work.
11. Demonstrates an advanced ability to make decisions independently and as a part of the group decision-making process.
12. Demonstrates an ability to manage conflict appropriately.
13. Demonstrates an ability to coach others in problem solving and decision making.

**Communication**

14. Demonstrates an advanced ability to effectively listen, speak, write, and interact tactfully in both a work and public setting. Follows complex oral and written instructions.
15. Demonstrates an advanced ability to effectively communicate with a diverse group of employees, associates, and the public in a cooperative, non-argumentative manner, using calm and moderate tones and appropriate language.
16. Demonstrates an advanced ability to gather, analyze, and interpret complex information and effectively resolve a full range of complex challenges associated with the work.

**Teamwork, Leadership, and Management**

17. Demonstrates an advanced understanding of the priorities, goals, and objectives of the assigned department and an advanced understanding of the departmental mission and vision and how to apply this understanding in daily work.
18. Demonstrates an advanced ability to model desired leader and team behaviors of punctuality, adaptability, and accountability for assigned work. Self-manages one's time and appropriately prioritizes work assignments.
19. Demonstrates effective leadership of work groups by positively influencing others and the work environment and by being considerate, tactful, supportive, and impartial. Demonstrates an ability to manage political processes to produce results.
20. Demonstrates a full performance ability to independently initiate, plan, and coordinate multiple projects ranging from the routine to the more complex.

**Customer Service**

21. Demonstrates a commitment to established customer service standards and to the continuous improvement of services by recommending service standard improvements and by guiding and orienting others in effective customer service.

22. Demonstrates an advanced ability to develop positive working relationships and an ability to influence internal and external customers, interest groups, and the general public.
23. Demonstrates an ability to obtain, develop, and distribute information of interest to the media, employees, special interest groups, or the general public.
24. Demonstrates an ability to provide general or technical information in response to inquiries from state and local agencies and the general public.
25. Demonstrates a full understanding and respect for diversity of the community, co-workers, and supervisors, including individuals with disability or whose first language may be one other than English.

**Requirements**

Requirements may be met by one of the following:

1. Bachelor's Degree and two years of experience in journalism, communications, marketing, public relations or a closely related field.
2. Master's Degree and one year of experience in journalism, communications, marketing, public relations or a closely related field.
3. A combination of six years of college level education and progressively responsible experience in journalism, communications, marketing, public relations or a closely related field.

**Supplemental Information**

Non-Represented City Managers - Employee Group 17, Grade 010.

Essential Functions are the functions that the individual holding the position must be able to perform unaided or with the assistance of a reasonable accommodation. The Essential Functions are Competencies 1-25.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: Ord 25-53

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | Ord 25-53 | **Type:** | Ordinance | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 266-6246 | **In Control:** | City Council |
| | | | | **File Created:** | 08/28/2025 |
| **File Name:** | Amending Chapter 441 of the Legislative Code to adjust the electric-vehicle charging station rates. | | | **Final Action:** | |

**Title:** Amending Chapter 441 of the Legislative Code to adjust the electric-vehicle charging station rates.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | |
| **Sponsors:** | Jost | **Enactment Date:** | |
| **Attachments:** | | **Financials Included?:** | |
| **Contact Name:** | Erin Kayser | **Hearing Date:** | |
| **Entered by:** | anne.weber@ci.stpaul.mn.us | **Ord Effective Date:** | |

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File Ord 25-53**

Amending Chapter 441 of the Legislative Code to adjust the electric-vehicle charging station rates.

**SECTION 1**

WHEREAS, Ordinance 21-34 established rates for the City of Saint Paul's EV Spot Network in 2021, with the goal of providing affordable access to reliable charging services; and

WHEREAS, since that time, the cost of electricity (energy and demand), the program's largest operational expense, has risen significantly; and

WHEREAS, additional costs related to equipment maintenance, and the production of replacement parts have also increased in the time since Ordinance 21-34 was passed; and

WHEREAS, adjusting the consumer rates for the EV Spot Network chargers will allow the City to continue to provide reliable, accessible, and sustainable service to residents, businesses, and visitors while supporting the long-term viability of the network; now, therefore be it

RESOLVED, that the Council of the City of Saint Paul does hereby ordain:

**SECTION 2**

Chapter 441 of the Saint Paul Legislative Code is hereby amended as follows:

Section 441.02 Rates

City-owned electric vehicle charging station rates must be provided and billed as follows, with sales tax being included:

| **Level 2** | **Direct Current Fast Charge (DCFC)** | |
|---|---|---|
| Per kWh rate-Daytime | $0.~~25~~30 | $0.~~35~~43 |
| Per kWh rate-Overnight (9am-9pm) | $0.~~23~~27 | $0.~~33~~40 |
| Per session connection fee | $1.25 | $2.50 |
| Dwell time penalty | $10.00/hour (maximum $50.00 fee per session) | $0.25/minute ($15.00/hour; maximum $50.00 fee per session) |

**SECTION 3**

This Ordinance shall take effect and be in force thirty (30) days following passage, approval, and publication.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: Ord 25-50

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | Ord 25-50 | **Type:** | Ordinance | **Status:** | Second Reading |
| **Version:** | 2 | **Contact Number:** | 651-266-8571 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | Legislative Agenda 90 Days | | | **Final Action:** | |

**Title:** Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be submitted to City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker, Yang, Kim, Coleman and Johnson | **Enactment Date:** | |
| **Attachments:** | CPO Summary - Ord 25-50 - Legislative Agenda, Legislation Text with strikeouts and underlines- Ord 25-50 | **Financials Included?:** | |
| **Contact Name:** | Tim Greenfield | **Hearing Date:** | |
| **Entered by:** | megan.jekot@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 09/03/2025 | Amended and Laid Over for Second Reading | City Council | 09/10/2025 | | Pass |

**Action Text:** Amended and laid over to September 10, 2025 for Second Reading

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

### Text of Legislative File Ord 25-50

Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be submitted to City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.

An Ordinance amending Administrative Code chapter 45 pertaining to the timeline for submission of the City of Saint Paul's Legislative Agenda to City Council.

The City Council of the City of Saint Paul Does Ordain:

**Section 1.**

Sec. 45.01. Definitions.

As used in this chapter:

(a) *Lobbyist* means any individual, firm or agency engaged by the city for pay or other consideration to perform lobbying activities for the city. Lobbyist also ~~This~~ includes any city employee~~s~~ required to ~~who must~~ register as a lobbyist~~s~~ with the State of Minnesota under Minnesota Statutes, sections 10A.01, subdivision 21 and ~~Sections 10A, subd. 21 and~~ 10A.03.

(b) *Lobbying activities* means to appear before a state or federal legislative, executive, or administrative body, including committees, sub-committees, and task forces, to meet state or federal legislative, executive or administrative officials, or to consult with or advise any city official on content or strategies concerning any aspect of a City of Saint Paul Legislative Agenda ~~legislative agenda, as defined in this chapter~~.

(c) ~~Federal legislative agenda shall be defined as the compilation of city policies and positions on issues or legislation pending at the federal level of government, and which serves as the basis for the city's lobbying activities.~~

(d) ~~State legislative agenda shall be defined as~~ *City of Saint Paul Legislative Agenda* means the compilation of city priorities, policies and positions on issues or legislation pending at the state level of government, and ~~which~~ serves as the basis for the city's lobbying activities.

Sec. 45.02. City of Saint Paul Legislative Agenda ~~agenda~~.

~~At least annually, the city's federal legislative agenda and state legislative agenda shall be recommended by the mayor and reviewed and adopted by resolution of the city council. These agendas may be updated from time to time by resolution, as needed.~~

The City of Saint Paul's Legislative Agenda must be annually submitted by the Mayor to the City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.

The City of Saint Paul's Legislative Agenda must contain the following headings and priorities should be aligned under these topics:

- Revenue, Taxes and Finance
- Capital Investment and Economic Development
- Transportation
- Parks and Trails
- Education and Workforce
- Public Safety
- Housing Economic and Community Stability
- Other Organizations

The City Council must review the submitted Legislative Agenda and adopt the Agenda by resolution no later than 30 days after the commencement of the regular State legislative session.

An adopted City of Saint Paul's Legislative Agenda may be updated from time to time by

resolution of the City Council no later than 30 days before the constitutional date of adjournment of the regular State legislative session.

Sec. 45.03. Lobbyists.

No lobbyist shall engage in lobbying activities without prior authorization by resolution of the city council. All lobbying activities on behalf of the city shall be consistent with the City of Saint Paul's Legislative Agenda ~~city's federal legislative agenda or state legislative agenda~~. All contracts retaining a lobbyist, except lobbyists who are city employees, must be in writing and must include by express reference the provisions of this chapter.

Sec. 45.04. Disclosure and conflict of interest.

(a) *Disclosure.* Any lobbyist retained by the city shall, at the time of retention and quarterly thereafter, file with the city clerk a complete list of all current clients of that lobbyist, including representation of any type, full-time or part-time. This requirement shall be made part of the contract by which the city retains the services of such lobbyist.

(b) *Conflict of interest.* During its period of contract with the city, no lobbyist shall lobby the city or city council on behalf of any other client nor on behalf of any other client represent any interest(s) which conflicts with any city policy or position.

**Section 2.**

This Ordinance shall take effect and be in force thirty (30) days following its passage, approval and publication.

# Ordinance Summary

Prepared by Tim Greenfield, Chief Policy Officer
Date: September 3, 2025
Sponsors: Noecker, Yang

## Ord. 25-50 – City's Legislative Agenda Submission Modification

Ordinance 25-50 modifies reporting requirements and institutes a schedule for the submission of the City's Legislative Agenda to the City Council prior to the start of the regular State Legislative session. This ordinance takes effect 30 days following its passage, approval, and publication.

**The ordinance:**

- Amends certain definitions to be consistent with the naming of the City of Saint Paul Legislative Agenda and adds a statutory cross-reference to the definition of "lobbyist."
    - Defines the City of Saint Paul Legislative Agenda as the "compilation of city priorities, policies and positions on issues or legislation pending at the state level of government, and serves as the basis for the city's lobbying activities."

- Specifies the Legislative Agenda must contain the following headings and priorities aligned under the following topics: Revenue, Taxes and Finance, Capital Investment and Economic Development, Transportation, Parks and Trails, Education and Workforce, Public Safety, Housing Economic and Community Stability, Other Organizations.

- Requires the Mayor to submit the City's Legislative Agenda no later than the first Wednesday in December prior to the commencement of the regularly-scheduled legislative session.

- Requires the City Council to review the submitted Legislative Agenda and adopt it by resolution no later than 30 days after the commencement of the regular State legislative session.
    - Next year's session begins Tuesday, February 17, which gives the Council until mid-March to adopt the Legislative Agenda.

- Provides that the Council may update by resolution an adopted Legislative Agenda no later than 30 days before the constitutional date of adjournment.
    - Next year's adjournment date for the state legislature is May 18, 2026.

**File #:** Ord 25-50, **Version:** 2

Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be submitted to City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.
An Ordinance amending Administrative Code chapter 45 pertaining to the timeline for submission of the City of Saint Paul's Legislative Agenda to City Council.

The City Council of the City of Saint Paul Does Ordain:

**Section 1.**

Sec. 45.01. Definitions.

As used in this chapter:

(a) *Lobbyist* means any individual, firm or agency engaged by the city for pay or other consideration to perform lobbying activities for the city. Lobbyist also ~~This~~ includes any city employees~~s~~ required to ~~who must~~ register as a lobbyists~~s~~ with the State of Minnesota under Minnesota Statutes, sections 10A.01, subdivision 21 and ~~Sections 10A, subd. 21 and~~ 10A.03.

(b) *Lobbying activities* means to appear before a state or federal legislative, executive, or administrative body, including committees, sub-committees, and task forces, to meet state or federal legislative, executive or administrative officials, or to consult with or advise any city official on content or strategies concerning any aspect of a City of Saint Paul Legislative Agenda ~~legislative agenda, as defined in this chapter~~.

(c) ~~Federal legislative agenda shall be defined as the compilation of city policies and positions on issues or legislation pending at the federal level of government, and which serves as the basis for the city's lobbying activities.~~

(d) ~~State legislative agenda shall be defined as~~ *City of Saint Paul Legislative Agenda* means the compilation of city priorities, policies and positions on issues or legislation pending at the state level of government, and ~~which~~ serves as the basis for the city's lobbying activities.

Sec. 45.02. City of Saint Paul Legislative Agenda ~~agenda~~.

~~At least annually, the city's federal legislative agenda and state legislative agenda shall be recommended by the mayor and reviewed and adopted by resolution of the city council. These agendas may be updated from time to time by resolution, as needed.~~

a. The City of Saint Paul's Legislative Agenda must be annually submitted by the Mayor to the City Council no later than the first Wednesday in December prior to the commencement of the regular State legislative session.

b. The City of Saint Paul's Legislative Agenda must contain the following headings and priorities should be aligned under these topics:

a. Revenue, Taxes and Finance

b.Capital Investment and Economic Development
c.Transportation
d.Parks and Trails
e.Education and Workforce
f.Public Safety
g.Housing Economic and Community Stability
h.Other Organizations

c.The City Council must review the submitted Legislative Agenda and adopt the Agenda by resolution no later than 30 days after the commencement of the regular State legislative session.

d.An adopted City of Saint Paul's Legislative Agenda may be updated from time to time by resolution of the City Council no later than 30 days before the constitutional date of adjournment of the regular State legislative session.

Sec. 45.03. Lobbyists.

No lobbyist shall engage in lobbying activities without prior authorization by resolution of the city council. All lobbying activities on behalf of the city shall be consistent with the City of Saint Paul's Legislative Agenda ~~city's federal legislative agenda or state legislative agenda~~. All contracts retaining a lobbyist, except lobbyists who are city employees, must be in writing and must include by express reference the provisions of this chapter.

Sec. 45.04. Disclosure and conflict of interest.

(a) *Disclosure.* Any lobbyist retained by the city shall, at the time of retention and quarterly thereafter, file with the city clerk a complete list of all current clients of that lobbyist, including representation of any type, full-time or part-time. This requirement shall be made part of the contract by which the city retains the services of such lobbyist.

(b) *Conflict of interest.* During its period of contract with the city, no lobbyist shall lobby the city or city council on behalf of any other client nor on behalf of any other client represent any interest(s) which conflicts with any city policy or position.

**Section 2.**

This Ordinance shall take effect and be in force thirty (30) days following its passage, approval and publication.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-106

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-106 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 266-8851 | **In Control:** | City Council |
| | | | | **File Created:** | 05/16/2025 |
| **File Name:** | Ratifying Asmts - Minnesota St: Sixth to Eleventh Paving and Lighting | | | **Final Action:** | |

**Title:** Ratifying the assessment for Minnesota Street from Sixth Street to Eleventh Street paving and lighting project constructed as part of the 2024 St. Paul Street Paving Program (SPS). (File No. 19262, Assessment No. 245203)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Assessment Roll - Revised 9/4/2025, 78 10th St E - Daniel Schute public comment, 78 10th St E - Leah Jones public comment, 78 10th St E - Amy Bretto public comment, 444 Cedar St - Crescent Investment Group public comment, 66 9th St E - Kari Aaeng public comments | **Financials Included?:** | |
| **Contact Name:** | Lynn Rolf | **Hearing Date:** | |
| **Entered by:** | lynn.rolf@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-106

Ratifying the assessment for Minnesota Street from Sixth Street to Eleventh Street paving and lighting project constructed as part of the 2024 St. Paul Street Paving Program (SPS). (File No. 19262, Assessment No. 245203)

WHEREAS, the Saint Paul City Council in Council File RES 25-821 accepted the Report of Completion for the assessment of benefits, cost and expenses for reconstructing Minnesota Street from Sixth Street to Eleventh Street by reconstructing the pavement, improving pedestrian facilities and implementing the Capital City Bikeway; and

WHEREAS, the City Council held a public hearing on September 10, 2025 to consider ratification of the assessment roll; and

WHEREAS, the City Council considered and found satisfactory the assessment of benefits, costs and expenses for the construction work; and

WHEREAS, the assessment amount for each property will be payable in annual installments for a term of 20 years, with the first installment payable with property taxes in 2026; and

WHEREAS, the first annual installment will include 1/20th of the assessment principal, plus interest at 4.25 percent per year on the ratified assessment amount from the date of this resolution until December 31, 2026, plus an administrative fee of $10.00 per parcel; and

WHEREAS, for every annual installment afterwards, interest will be calculated on the remaining assessment balance and the administrative fee will be applied; now, therefore, be it

RESOLVED, that the said assessment is hereby in all respects ratified

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Lipt<br>101 10th St E<br>St Paul MN 55101-2223<br>***101 10TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | EX ELY 20 FT OF LOTS 1,2,3,12,13 & 14; LOTS 1 THRU 14 BLK 6 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 300.00<br>300.00 | $149,286.00<br>$32,769.00<br>$182,055.00 | **31-29-22-43-1544** |
| Rebecca A Loeding<br>78 10th St E Unit 1110<br>St Paul MN 55101-2249<br>***78 10TH ST E 1110**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | UNIT R1110 AND UNIT P045 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1543**<br>***ESCROW*** |
| Gina Annette Micek<br>78 10th St E # 1609<br>St Paul MN 55101-2247<br>***78 10TH ST E 1609**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNITS R1609,P173 & P273 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1497** |
| Fw Trust<br>78 10th St E # 2101<br>St Paul MN 55101-2297<br>***78 10TH ST E 2101**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | UNIT R2101 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1558** |
| David Heberlein<br>Judith Heberlein<br>78 10th St Unit 2502<br>St Paul MN 55101-2250<br>***78 10TH ST E 2502**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Lot R2502 of CIC NO 499 THE PT OF ST PAUL<br>UNIT R2502 & UNIT P255 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1570** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Darrel A Fagerland<br>Burnetta Fagerland<br>9610 111th Ave Nw<br>Noonan ND 58765-9521<br>***78 10TH ST E 3001**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3001 & UNIT P231 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1471** |
| David L Trudeau<br>Karen Trudeau<br>20385 Siskwit Shores Dr<br>Cornucopia WI 54827-4742<br>***78 10TH ST E 3004**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3004 & UNIT P261 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1472** |
| Jennifer E Fox<br>78 10th St E # 3008<br>St Paul MN 55101-2247<br>***78 10TH ST E 3008**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3008 & UNIT P023 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1469** |
| Nathan Sauceman<br>78 10th St E Unit 3206<br>St Paul MN 55101-2247<br>***78 10TH ST E 3206**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit R3206 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1553** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Harry D Levene<br>Wendy Gay<br>78 10th St E # 3209<br>St Paul MN 55101-2247<br>***78 10TH ST E 3209**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNITS R3209 & P227 & P293 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1468** |
| Paul J Hoffman<br>78 10th St E Unit 3305<br>St Paul MN 55101-2247<br>***78 10TH ST E 3305**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3305 AND PARKING UNITS P200,P201 AND P202 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1504** |
| Joey M Koppes<br>78 10th St E Unit 3306<br>St Paul MN 55101-2247<br>***78 10TH ST E 3309**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3309 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1012** |
| Kristy A Simpson<br>78 E 10th St Unit 602<br>St Paul MN 55101-2247<br>***78 10TH ST E 602**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R602 & UNIT P245 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1358**<br>***ESCROW*** |
| Marcelo Santos<br>87 10th St E # 1001<br>St Paul MN 55101-2247<br>***78 10TH ST E R1001**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1001 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0784**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Brenda S Cornelius<br>William Weisert<br>78 10th St E Unit 1002<br>St Paul MN 55101-2259<br>***78 10TH ST E R1002**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1002 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0785** |
| Robert Costello<br>Susan Costello<br>769 Larson Ln<br>Shoreview MN 55126-2047<br>***78 10TH ST E R1003**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1003 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0786** |
| Susan Meier<br>78 10th St E # 1004<br>St Paul MN 55101-2247<br>***78 10TH ST E R1004**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1004 & UNIT P21 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0787** |
| Jemi Holdings Llc<br>411 S 12th Ave<br>Virginia MN 55792-3156<br>***78 10TH ST E R1005**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1005 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0788** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Todd B Kehrberg<br>78 10th St E Unit 1006<br>St Paul MN 55101-3265<br>***78 10TH ST E R1006**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1006 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0789** |
| Arrims Properties<br>1800 Southview Blvd<br>South Saint Paul MN 55075-2170<br>***78 10TH ST E R1007**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1007 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0790**<br>***ESCROW*** |
| Catherine R Naughton<br>Paul Corydon<br>78 10th St E Unit 1008<br>St Paul MN 55101-2247<br>***78 10TH ST E R1008**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1008 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0791** |
| Michael Welch<br>Bruce Welch<br>78 10th St E Unit 1009<br>St Paul MN 55101-2247<br>***78 10TH ST E R1009**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1009 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0792**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jeffrey B Fuge<br>Kristine Nelson Fuge<br>30610 Maple St<br>Lindstrom MN 55045-8051<br>***78 10TH ST E R1010**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1010 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0793** |
| Gary J Petersen<br>Nancy Petersen<br>78 10th St E # 1101<br>St Paul MN 55101-2299<br>***78 10TH ST E R1101**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1101 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0794** |
| Karl Ingvar Larsson<br>78 10th St E Unit 1102<br>St Paul MN 55101-2247<br>***78 10TH ST E R1102**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1102 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0795** |
| Michael J Schultz<br>78 10th St E Unit R1103<br>St Paul MN 55101-2247<br>***78 10TH ST E R1103**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1103 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0796** |

***ESCROW***

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sharon N Chadwick<br>Lorrie Janatopoulos<br>78 10th St E Unit 1104<br>St Paul MN 55101-2247<br>***78 10TH ST E R1104**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1104 & UNIT P103 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0797** |
| Marisol Basurto Poferl<br>78 10th St E Unit 1105<br>St Paul MN 55101-2247<br>***78 10TH ST E R1105**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1105 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0798** |
| Ixchel E Mckinnie<br>78 10th St E<br>St Paul MN 55101-2247<br>***78 10TH ST E R1106**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1106 & UNIT P077 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0799** |
| Roscoe James Addington<br>78 10th St E Unit 1107<br>St Paul MN 55101-2247<br>***78 10TH ST E R1107**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1107 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0800** |
| Robert Mccollough<br>78 10th St E Unit 1108<br>St Paul MN 55101-2247<br>***78 10TH ST E R1108**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1108 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0801** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Anna Michelle Furlow<br>78 10th St E Unit 1109<br>St Paul MN 55101-2247<br>***78 10TH ST E R1109**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1109 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0802** |
| Adam Bryant Ford<br>Ryan Calvin<br>78 10th St E Unit 1201<br>St Paul MN 55101-7003<br>***78 10TH ST E R1201**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0804** |
| Thomas Chung<br>Christina Chung<br>78 10th St E 1202<br>St Paul MN 55101-2247<br>***78 10TH ST E R1202**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1202 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0805** |
| Zachary Hubbell<br>78 10th St E # 1203<br>St Paul MN 55101-2247<br>***78 10TH ST E R1203**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1203 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0806** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Mary Shea Murphy<br>78 10th St E # 1204<br>St Paul MN 55101-2247<br>***78 10TH ST E R1204**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1204 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0807** |
| Grant Grassle<br>78 10th St E # 1205<br>St Paul MN 55101-2247<br>***78 10TH ST E R1205**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1205 & UNIT P175 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0808** |
| Miala Llc<br>20155 Ne 38 Ct Apt 1801<br>Aventura FL 33180-3259<br>***78 10TH ST E R1206**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1206 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0809** |
| K2 Creative Digital Llc<br>78 10th St E Unit 1207<br>St Paul MN 55101-2247<br>***78 10TH ST E R1207**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1207 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0810**<br>***ESCROW*** |
| John J Ashton Iii<br>1100 S Broad St Unit 511c<br>Philadelphia PA 19146-5053<br>***78 10TH ST E R1208**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1208 & P235 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0811** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Benjamin Sathre<br>78 10th St E # 1209<br>St Paul MN 55101-2249<br>***78 10TH ST E R1209**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1209 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0812** |
| Victor K Del Grosso Sr<br>78 10th St E # 1210<br>St Paul MN 55101-2247<br>***78 10TH ST E R1210**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1210 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0813** |
| Matthew Dick<br>Melissa Propp<br>27464 Kettle River Blvd<br>Wyoming MN 55092-9032<br>***78 10TH ST E R1401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1401 & UNITS P360 & P374 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0814** |
| Robert W Tortorella<br>78 10th St Unit 1403<br>St Paul MN 55101-2247<br>***78 10TH ST E R1403**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1403 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0816** |
| Monica Shaffer<br>78 10th St E Unit 1404<br>St Paul MN 55101-3248<br>***78 10TH ST E R1404**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1404 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0817** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| The Grove Estates Llc<br>1240 County Road D E Unit 10<br>Maplewood MN 55109-6020<br>***78 10TH ST E R1405**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1405 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0818** |
| Gary C Alexander<br>Karilyn Alexander<br>4300 Nawadaha Blvd<br>Minneapolis MN 55406-4034<br>***78 10TH ST E R1406**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1406 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0819** |
| Troy E Cich<br>78 10th St E # 1407<br>St Paul MN 55101-2247<br>***78 10TH ST E R1407**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1407 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0820** |
| David Paul Lambert<br>78 10th St E 1408<br>St Paul MN 55101-3248<br>***78 10TH ST E R1408**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1408 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0821**<br>***ESCROW*** |
| Travis J Rader<br>78 10th St E # R1409<br>St Paul MN 55101-2247<br>***78 10TH ST E R1409**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1409 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0822** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Amy Jo Bretto<br>1395 Pierce Ter Ne<br>Columbia Heights MN 55421-1848<br>***78 10TH ST E R1410**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1410 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0823** |
| Zainool Rahman<br>78 10th St E Unit 1501<br>St Paul MN 55101-2247<br>***78 10TH ST E R1501**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1501 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0824** |
| Blue Blanket Pointe 1502 Llc<br>454 Belmont Ln E<br>Maplewood MN 55117-2039<br>***78 10TH ST E R1502**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1502 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0825** |
| Kaila Broad<br>78 10th St E # 1503<br>St Paul MN 55101-3258<br>***78 10TH ST E R1503**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1503 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0826** |
| Heidi Eisenbeis<br>78 10th St E Unit 1504<br>St Paul MN 55101-3258<br>***78 10TH ST E R1504**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1504 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0827** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Justin Michael Mcneal<br>78 10th St E Unit 1505<br>St Paul MN 55101-2247<br>***78 10TH ST E R1505**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1505 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0828** |
| Amy E Anderson<br>78 10th St E Unit 1506<br>St Paul MN 55101-2247<br>***78 10TH ST E R1506**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1506 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0829** |
| Perry B Tuggle<br>78 10th St # 1507<br>St Paul MN 55101-2247<br>***78 10TH ST E R1507**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1507 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0830** |
| David B Smith<br>2650 University Ave W Apt 201<br>St Paul MN 55114-1923<br>***78 10TH ST E R1508**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1508 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0831** |
| Beatrice Hosier<br>78 10th St E Unit 1509<br>St Paul MN 55101-2247<br>***78 10TH ST E R1509**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1509 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0832** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Nancy Ruhland<br>78 10th St E Unit 1510<br>St Paul MN 55101-2247<br>***78 10TH ST E R1510**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1510 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0833**<br>***ESCROW*** |
| Mary Josephine Wallace<br>78 10th St E # 1601<br>St Paul MN 55101-2247<br>***78 10TH ST E R1601**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1601 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0834** |
| Derek F Degross<br>78 10th St E # 1602<br>St Paul MN 55101-2247<br>***78 10TH ST E R1602**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1602 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0835** |
| Lox Properties Llc<br>1395 Commerce Dr<br>Mendota Heights MN 55120-1016<br>***78 10TH ST E R1603**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1603 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0836** |
| John M Tinsley<br>Heather Miller<br>78 10th St E Unit 1604<br>St Paul MN 55101-2247<br>***78 10TH ST E R1604**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1604 & UNIT P108 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0837** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Michelle L Cline<br>1615 Legacy Pkwy E Unit 3<br>Maplewood MN 55109-5410<br>***78 10TH ST E R1605**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1605 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0838** |
| Kristen K Miller<br>78 10th St E Unit 1606<br>St Paul MN 55101-2247<br>***78 10TH ST E R1606**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1606 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0839** |
| Daniel R Schute<br>78 10th St E Unit 1607<br>St Paul MN 55101-2247<br>***78 10TH ST E R1607**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1607 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0840** |
| David C Hall<br>Laurel Hall<br>5406 Garden Hills Dr<br>Saint Augusta MN 56301-4690<br>***78 10TH ST E R1608**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1608 & UNIT P246 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0841** |
| Madison M Bemis<br>78 10th St E Unit R1610<br>St Paul MN 55101-2247<br>***78 10TH ST E R1610**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1610 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0843** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Paul Nadim Tarazi<br>78 10th St E Unit 1701<br>St Paul MN 55101-2279<br>***78 10TH ST E R1701**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1701 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0844** |
| Newrez Llc<br>55 Beattie Pl Ste 100<br>Greenville SC 29601-2137<br>***78 10TH ST E R1702**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1702 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0845** |
| Jennifer M Moore<br>78 10th St E Condo 1703<br>St Paul MN 55101-2247<br>***78 10TH ST E R1703**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1703 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0846** |
| Karen Sanchez Divina<br>78 E 10th St Unit 1704<br>St Paul MN 55101-2247<br>***78 10TH ST E R1704**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1704 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0847** |
| Ajibola Olarinde<br>1561 Wheelock Ln<br>St Paul MN 55117-5961<br>***78 10TH ST E R1705**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1705 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0848** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Farnaz Fallahian<br>78 10th St E # 1706<br>St Paul MN 55101-2247<br>***78 10TH ST E R1706**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1706 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0849** |
| Erik K Ostrom<br>Joann Wang Ostrom<br>1744 Interlachen Bay<br>Woodbury MN 55125-9185<br>***78 10TH ST E R1707**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1707 & UNIT P217 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0850** |
| 312922430851<br>7608 South Bay Cir<br>Bloomington MN 55438-2914<br>***78 10TH ST E R1708**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1708 & UNIT P061 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0851** |
| Susan R Langlois<br>Leo Langlois<br>838 Riley Ln<br>Hudson WI 54016-3028<br>***78 10TH ST E R1709**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1709 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0852** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Halima Aden<br>78 10th St E Unit 1710<br>St Paul MN 55101-2279<br>***78 10TH ST E R1710**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1710 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0853** |
| Sheryl L Wyatt<br>Duane Wyatt<br>78 10th St E Condo P044<br>St Paul MN 55101-2247<br>***78 10TH ST E R1801**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1801 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0854** |
| Ryan W Calvin<br>Adam Ford<br>78 10th St E Unit 1802<br>St Paul MN 55101-2247<br>***78 10TH ST E R1802**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1802 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0855** |
| Jess J Gerow<br>Kathleen Gerow<br>78 10th St E # 1803<br>St Paul MN 55101-2247<br>***78 10TH ST E R1803**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1803 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0856** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Rita Lyell<br>78 E 10th St # 1804<br>St Paul MN 55101-2279<br>***78 10TH ST E R1804**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1804 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0857** |
| David E Nolander<br>Teresa Nolander<br>1711 Hale Dr<br>Albert Lea MN 56007-2112<br>***78 10TH ST E R1805**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1805 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0858** |
| John Kipkowski<br>175 2nd St S Apt 803<br>Saint Petersburg FL 33701-4315<br>***78 10TH ST E R1806**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1806 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0859** |
| Jonathan J Grev<br>78 10th St E # 1807<br>St Paul MN 55101-2247<br>***78 10TH ST E R1807**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1807 & UNIT P140 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0860** |
| Rita A Adams<br>78 E 10th St Unit 1808<br>St Paul MN 55101-2279<br>***78 10TH ST E R1808**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1808 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0861** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| John H Kenney<br>66 9th St E Unit 2206<br>St Paul MN 55105-2276<br>***78 10TH ST E R1809**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1809 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0862** |
| Glory E Mcguire<br>78 10th St E Unit 1810<br>St Paul MN 55101-2247<br>***78 10TH ST E R1810**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1810 & UNIT P298 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0863** |
| Kyle Sass<br>78 10th St E Unit R1901<br>St Paul MN 55101-2247<br>***78 10TH ST E R1901**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1901 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0864** |
| Ludvina Pliego Vides<br>78 10th St E 1902<br>St Paul MN 55101-2247<br>***78 10TH ST E R1902**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1902 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0865** |
| Amy Fuller<br>78 10th St E Unit 1903<br>St Paul MN 55101-2247<br>***78 10TH ST E R1903**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1903 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0866** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Joel D Erickson Tr<br>Mari Erickson Tr<br>26173 484th Ave<br>Valley Springs SD 57068-6604<br>***78 10TH ST E R1904**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1904 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0867** |
| James A Buscher<br>78 10th St E Unit 1905<br>St Paul MN 55101-2297<br>***78 10TH ST E R1905**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1905 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0868** |
| Matthew W Blom<br>78 10th St E # 1906<br>St Paul MN 55101-2247<br>***78 10TH ST E R1906**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1906 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0869** |
| Marina Zubtsova<br>78 10th St E Unit 1907<br>St Paul MN 55101-2297<br>***78 10TH ST E R1907**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1907 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0870** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Glenda Talhouarne<br>Yann Talkhouarne<br>4321 44th Ave S Unit 1<br>Minneapolis MN 55406-4058<br>***78 10TH ST E R1908**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1908 & P86 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0871** |
| Jenna M Pender<br>78 10th St E # Unit 190<br>St Paul MN 55101-2247<br>***78 10TH ST E R1909**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1909 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0872** |
| Mary Weyandt<br>Christopher Weyandt<br>78 10th St E Unit 1910<br>St Paul MN 55101-2247<br>***78 10TH ST E R1910**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R1910 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0873** |
| Jeanne M Partlow<br>78 10th St E Unit 2001<br>St Paul MN 55101-2247<br>***78 10TH ST E R2001**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2001 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0874** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Melissa M Balitz<br>78 10th St Unit 2002<br>St Paul MN 55101-2247<br>***78 10TH ST E R2002**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2002 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0875** |
| Lox Properties Llc<br>1395 Commerce Dr<br>Mendota Heights MN 55120-1016<br>***78 10TH ST E R2003**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2003 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0876** |
| Renata Prokopovic<br>78 10th St E Condo 2004<br>St Paul MN 55101-2247<br>***78 10TH ST E R2004**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2004 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0877** |
| Steve Possis<br>78 10th St E # 2005<br>St Paul MN 55101-2247<br>***78 10TH ST E R2005**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2005 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0878** |
| Gwen K Jeffery<br>78 10th St E Unit 2006<br>St Paul MN 55101-2247<br>***78 10TH ST E R2006**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2006 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0879** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Josiah Hakala<br>78 10th St E Unit 2007<br>St Paul MN 55101-2247<br>***78 10TH ST E R2007**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2007 & UNIT P211 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0880** |
| Lox Properties Llc<br>1395 Commerce Dr 100<br>Mendota Heights MN 55120-1016<br>***78 10TH ST E R2008**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2008 & UNIT P218 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0881** |
| Brandon J Russell<br>78 10th St E Unit 2009<br>St Paul MN 55101-2247<br>***78 10TH ST E R2009**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2009 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0882** |
| Mahindar Singh Khosa<br>78 10th St E Unit 2010<br>St Paul MN 55101-2247<br>***78 10TH ST E R2010**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2010 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0883** |
| Lynn Ross<br>78 10th St E Unit 2102<br>St Paul MN 55101-2247<br>***78 10TH ST E R2102**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2102 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0885** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Fredrik A Roehrdanz<br>78 10th St E # 2103<br>St Paul MN 55101-2247<br>***78 10TH ST E R2103**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2103 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0886** |
| Anthony Oswall<br>78 10th St E # 2104<br>St Paul MN 55101-2247<br>***78 10TH ST E R2104**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2104 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0887** |
| Mark Alan Johnson<br>78 10th St E # R2105<br>St Paul MN 55101-2247<br>***78 10TH ST E R2105**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2105 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0888** |
| Joanne M Wunsch<br>Timothy Wunsch<br>78 10th St E Unit 2106<br>St Paul MN 55101-2247<br>***78 10TH ST E R2106**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2106 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0889** |
| Robert H Dybvig<br>304 Parkway Ct<br>Minneapolis MN 55419-1463<br>***78 10TH ST E R2107**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2107 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0890** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jim Schaub<br>78 10th St E # 2108<br>St Paul MN 55101-2247<br>***78 10TH ST E R2108**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2108 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0891** |
| Duong T Pham<br>Gabrielle Kardolus<br>78 10th St E Unit 2109<br>St Paul MN 55101-2247<br>***78 10TH ST E R2109**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2109 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0892** |
| Franklin E Alden<br>78 10th St E Unit R2110<br>St Paul MN 55101-2297<br>***78 10TH ST E R2110**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNITS R2110,P100 AND UNIT P295 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1528** |
| Toshioki Hara<br>Ikuko Hara<br>78 10th St E Unit R2201<br>St Paul MN 55101-3262<br>***78 10TH ST E R2201**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0894** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Susan C Thomas<br>78 10th St E Unit 2202<br>St Paul MN 55101-3262<br>***78 10TH ST E R2202**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2202 & UNIT P153 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0895** |
| Peter Wesley Koskinen<br>Dawn Kleinknecht<br>78 10th St E Unit 2203<br>St Paul MN 55101-2247<br>***78 10TH ST E R2203**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2203 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0896** |
| Stella Papaconstantinou<br>Isidoros Papaconstantinou<br>78 E 10th St Unit 2204<br>St Paul MN 55101-2247<br>***78 10TH ST E R2204**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2204 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0897** |
| James J Hagan<br>78 E 10th St Unit 2205<br>St Paul MN 55101-2247<br>***78 10TH ST E R2205**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2205 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0898** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Harlan D Erickson<br>78 10th St E Unit 2206<br>St Paul MN 55101-2247<br>***78 10TH ST E R2206**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2206 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0899** |
| Michael J Mcgibbon<br>78 10th St E Unit 2207<br>St Paul MN 55101-2250<br>***78 10TH ST E R2207**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2207 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0900** |
| Jason M Yancey<br>78 10th St E # 2208<br>St Paul MN 55101-2250<br>***78 10TH ST E R2208**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2208 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0901** |
| Debra Callahan<br>712 16th Ave N<br>South Saint Paul MN 55075-1489<br>***78 10TH ST E R2209**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2209 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0902** |
| Francis Walsh<br>Jill Ouradnik<br>228 Twin Lake Blvd<br>St Paul MN 55127-4028<br>***78 10TH ST E R2210**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2210 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0903** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Nicholas J Dodge<br>4340 Lyndale Ave S<br>Minneapolis MN 55409-1816<br>***78 10TH ST E R2301**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2301 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0904** |
| Jeffrey R Dubois<br>121 W Diamond Lake Rd<br>Minneapolis MN 55419-1835<br>***78 10TH ST E R2302**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2302 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0905** |
| Lox Properties Llc<br>1395 Commerce Dr<br>Mendota Heights MN 55120-1016<br>***78 10TH ST E R2303**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2303 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0906** |
| Malena Saavedra<br>Michael Osmian<br>3106 Andorra Ct<br>Naples FL 34109-1344<br>***78 10TH ST E R2304**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2304 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0907** |
| 312922430908<br>78 10th St E Unit 2305 R<br>St Paul MN 55101-2247<br>***78 10TH ST E R2305**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2305 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0908** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Aaron M Kubiak<br>78 10th St E Unit 2306<br>St Paul MN 55101-2250<br>***78 10TH ST E R2306**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2306 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0909** |
| Tm Massive 2307<br>17640 75th Ave N<br>Osseo MN 55311-2410<br>***78 10TH ST E R2307**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2307 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0910** |
| Sara Maruska<br>78 10th St E 2308 Unit R2308<br>St Paul MN 55101-2247<br>***78 10TH ST E R2308**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2308 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0911** |
| Sarita F Beekie<br>78 10th St E Unit 2309<br>St Paul MN 55101-2247<br>***78 10TH ST E R2309**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2309 AND UNITS P119 AND P280 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1508** |
| Scott L Frederick<br>78 10th St E Unit 2310<br>St Paul MN 55101-2250<br>***78 10TH ST E R2310**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2310 & P105 & P74 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0913** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Brent Douglas Mather<br>Kristin Mather<br>78 10th St Unit 2401<br>St Paul MN 55101-2247<br>***78 10TH ST E R2401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2401 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0914** |
| Laura A Martin<br>78 10th St E Unit 2402<br>St Paul MN 55101-2247<br>***78 10TH ST E R2402**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2402 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0915**<br>***ESCROW*** |
| Jilbert Sakkal<br>6 Blue Jay Ln<br>St Paul MN 55127-2015<br>***78 10TH ST E R2403**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2403 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0916**<br>***ESCROW*** |
| Beverly Cayetano<br>78 10th St E Unit 2404<br>St Paul MN 55101-2247<br>***78 10TH ST E R2404**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2404 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0917** |
| Kathleen A Klumb<br>78 10th St # 2405<br>St Paul MN 55101-2247<br>***78 10TH ST E R2405**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2405 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0918**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Ricky Dunn<br>Camille Dunn<br>78 10th St E # 2406<br>St Paul MN 55101-2247<br>***78 10TH ST E R2406**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2406 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0919** |
| Jose Guadalupe Carrillo Jimenez<br>78 10th St E Unit 2408<br>St Paul MN 55101-2247<br>***78 10TH ST E R2408**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2408 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0921** |
| Keith Rediske<br>Jennifer Rediske<br>400 4th Ave S # 401<br>Saint Petersburg FL 33701-4621<br>***78 10TH ST E R2409**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2409 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0922** |
| Sophia Yeu Vuelo<br>78 10th St E Unit 2410<br>St Paul MN 55101-2247<br>***78 10TH ST E R2410**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2410 & P267 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0923** |

***ESCROW***

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Marvin M Welk<br>78 E 10th St # 2501<br>St Paul MN 55101-2247<br>***78 10TH ST E R2501**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit R2501 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1552** |
| John P Spence Tr<br>Marissa Spence<br>333 E Tamarack St<br>Ironwood MI 49938-2827<br>***78 10TH ST E R2503**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2503 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0926** |
| Chan Scholz<br>Therese Scholz<br>78 E 10th St Ste 2504<br>St Paul MN 55105-2247<br>***78 10TH ST E R2504**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2504 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0927** |
| Alina D Dina<br>Valentin Ion<br>5346 W Hidden Valley Dr<br>Savage MN 55378-1979<br>***78 10TH ST E R2505**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2505 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0928** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Steven P Ulrich<br>78 10th St E Unit 2507<br>St Paul MN 55101-2247<br>***78 10TH ST E R2507**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2507 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0930** |
| Eleni Ayo Caros<br>1646 Niles Ave<br>St Paul MN 55116-1422<br>***78 10TH ST E R2508**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2508 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0931** |
| John R Joosten Iii<br>Almalita Joosten<br>7775 E 124th Dr<br>Thornton CO 80602-5248<br>***78 10TH ST E R2509**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2509 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0932** |
| Robert Laduke<br>Kristin Laduke<br>78 10th St E 2510<br>St Paul MN 55101-2247<br>***78 10TH ST E R2510**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2510 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0933**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Steven G Loeding<br>Vicki Loeding<br>78 10th St E Unit 2601<br>St Paul MN 55101-2247<br>***78 10TH ST E R2601**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2601 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0934** |
| Leslie Froysa<br>Geoffrey Mason<br>78 10th St E # 2602<br>St Paul MN 55101-2247<br>***78 10TH ST E R2602**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2602 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0935**<br>***ESCROW*** |
| Ashley J Woodward<br>Frank Matschina<br>78 10th St E Unit 2603<br>St Paul MN 55101-2289<br>***78 10TH ST E R2603**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2603 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0936** |
| Charles P Guettler<br>Mildred Guettler<br>78 10th St E Unit R2604<br>St Paul MN 55101-2247<br>***78 10TH ST E R2604**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2604 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0937**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Martin J Lynch Iii<br>Jane Lynch<br>6180 Upper Afton Cove<br>Woodbury MN 55125-1159<br>***78 10TH ST E R2605**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2605 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0938** |
| Kyle A Martinson<br>78 10th St E Unit 2606<br>St Paul MN 55101-2247<br>***78 10TH ST E R2606**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2606 & UNIT P58 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0939** |
| Karmen Pfeiffer Sorenson<br>Bart Sorenson<br>Po Box 2441<br>Bismarck ND 58502-2441<br>***78 10TH ST E R2607**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2607 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0940** |
| Melissa E Mcmahon<br>78 10th St E Unit 2608<br>St Paul MN 55101-2247<br>***78 10TH ST E R2608**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2608 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0941** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Daniel G Martin<br>78 10th St E Unit 2609<br>St Paul MN 55101-2289<br>***78 10TH ST E R2609**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2609 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0942** |
| Diana K Strom<br>78 10th St E # 2610<br>St Paul MN 55101-2247<br>***78 10TH ST E R2610**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2610 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0943** |
| Kate A Kelly<br>78 10th St E Unit 2701<br>St Paul MN 55101-2247<br>***78 10TH ST E R2701**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2701 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0944** |
| Alice C Lehman<br>78 10th St E Unit 2702<br>St Paul MN 55101-2247<br>***78 10TH ST E R2702**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2702 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0945** |
| Stephen P Mott Tr<br>78 10th St E Unit 2703<br>St Paul MN 55101-2247<br>***78 10TH ST E R2703**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2703 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0946** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Terese L Miller<br>Todd Anderson<br>78 10th St E # 2704<br>St Paul MN 55101-2247<br>***78 10TH ST E R2704**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2704 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0947** |
| Fadel G Sakkal<br>6 Blue Jay Ln<br>North Oaks MN 55127-2015<br>***78 10TH ST E R2705**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2705 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0948**<br>***ESCROW*** |
| Daniel B Lager<br>Barbara Lager<br>395 Hall Ave Apt 1<br>St Paul MN 55107-1181<br>***78 10TH ST E R2706**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2706 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0949** |
| Gary L Boughner<br>78 10th St E # 2707<br>St Paul MN 55101-2247<br>***78 10TH ST E R2707**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2707 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0950**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sirak A Hailu<br>671 Snelling Ave N<br>St Paul MN 55104-1839<br>***78 10TH ST E R2708**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2708 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0951** |
| Mark C Gordon<br>Anne Zweibel<br>155 Concetta Way<br>Little Canada MN 55117-6101<br>***78 10TH ST E R2709**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2709 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0952** |
| Mark Gordon<br>Anne Zweibel<br>155 Concetta Way<br>St Paul MN 55117-6101<br>***78 10TH ST E R2710**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2710 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0953** |
| David C Herman<br>Karen Herman<br>311 E Superior St Unit 1105<br>Duluth MN 55802-2261<br>***78 10TH ST E R2801**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2801 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0954** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Cr Tower Llc<br>312 N 78th Ave W<br>Duluth MN 55807-0000<br>***78 10TH ST E R2802**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2802 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0955** |
| Jo Ann Hendricks<br>78 10th St E Unit 2803<br>St Paul MN 55101-2247<br>***78 10TH ST E R2803**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2803 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0956** |
| Ralph H Peters<br>78 10th St E Unit 2804<br>St Paul MN 55101-2289<br>***78 10TH ST E R2804**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2804 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0957** |
| Michael C Trochlil<br>777 N Ashley Dr Unit 2112<br>Tampa FL 33602-4376<br>***78 10TH ST E R2805**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2805 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0958** |
| Kevin J Lewis<br>78 10th St E Unit 2806<br>St Paul MN 55101-2289<br>***78 10TH ST E R2806**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2806 & UNIT P236 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0959** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Philip A Smith<br>78 10th St E Unit R2807<br>St Paul MN 55101-2247<br>***78 10TH ST E R2807**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2807 & P169 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0960** |
| Erica De Pano<br>78 10th St E # 2808<br>St Paul MN 55101-2247<br>***78 10TH ST E R2808**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2808 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0961** |
| Juan Pablo Hincapie<br>78 10th St E Unit 2809<br>St Paul MN 55101-2247<br>***78 10TH ST E R2809**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2809 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0962** |
| Haiedeh Mahmoudioskui<br>564 Montcalm Pl<br>St Paul MN 55116-1730<br>***78 10TH ST E R2810**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2810 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0963** |
| James Nack<br>Lynn Gustafson Nack<br>78 10th St E 2901<br>St Paul MN 55101-2247<br>***78 10TH ST E R2901**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2901 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0964** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Norman R Messier<br>1093 Maple Valley Rd<br>Coventry RI 02827<br>***78 10TH ST E R2902**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2902 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0965**<br>***ESCROW*** |
| Mary L Newman<br>James Carlson<br>78 10th St E Unit 2903<br>St Paul MN 55101-2247<br>***78 10TH ST E R2903**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2903 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0966** |
| Bonnie Sue Johnson<br>78 10th St E<br>St Paul MN 55101-2247<br>***78 10TH ST E R2904**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2904 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0967** |
| John M Sinclair<br>78 10th St E Unit 2905<br>St Paul MN 55101-2247<br>***78 10TH ST E R2905**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2905 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0968** |
| Barbara A Wierschem<br>78 10th St E # R2906<br>St Paul MN 55101-2247<br>***78 10TH ST E R2906**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2906 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0969** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jeffrey Fellows<br>78 10th St E Unit 2907<br>St Paul MN 55101-2247<br>***78 10TH ST E R2907**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2907 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0970** |
| Lox Properties<br>1395 Commerce Dr Ste 100<br>Mendota Heights MN 55120-1016<br>***78 10TH ST E R2908**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2908 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0971** |
| Mia Robillos<br>78 10th St E Unit 2909<br>St Paul MN 55101-2251<br>***78 10TH ST E R2909**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2909 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0972** |
| Tonya L Custis<br>78 10th St E # 2910<br>St Paul MN 55101-2247<br>***78 10TH ST E R2910**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R2910 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0973** |
| Benjamin Kanninen<br>Mary Kanninen<br>78 10th St E Unit 3002<br>St Paul MN 55101-2251<br>***78 10TH ST E R3002**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3002 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0975** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Brian Beitzel<br>78 10th St E Unit 3003<br>St Paul MN 55101-2251<br>***78 10TH ST E R3003**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R 3003 & UNIT P134 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1356** |
| Ross M Bailey<br>78 10th St E Unit 3005<br>St Paul MN 55101-6522<br>***78 10TH ST E R3005**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3005 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0978** |
| Claudia Oryan<br>78 10th St E Unit 3006<br>St Paul MN 55101-2247<br>***78 10TH ST E R3006**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3006 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0979** |
| John F Fahey<br>180 Maria Ave<br>St Paul MN 55106-6228<br>***78 10TH ST E R3007**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3007 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0980** |
| Julie Billiart Evangelista<br>78 10th St E Condo 3009<br>St Paul MN 55101-2247<br>***78 10TH ST E R3009**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3009 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0982** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| John A Rudberg<br>Brenda Rudberg<br>78 10th St E Unit 3010<br>St Paul MN 55101-2247<br>***78 10TH ST E R3010**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3010 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0983** |
| Steven L Bergerson<br>78 10th St E Unit 3101<br>St Paul MN 55101-2247<br>***78 10TH ST E R3101**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3101 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0984** |
| Hyacinth L Lechuga<br>1871 Yorkshire Ave<br>St Paul MN 55116-2405<br>***78 10TH ST E R3102**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3102 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0985** |
| James D Campbell<br>Lisa Campbell<br>2024 Oakridge St<br>St Paul MN 55119-5329<br>***78 10TH ST E R3103**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3103 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0986** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Elizabeth Hobbs<br>78 10th St E Unit 3104<br>St Paul MN 55101-2247<br>***78 10TH ST E R3104**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3104 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0987** |
| William Leitch<br>78 10th St E Unit 3105<br>St Paul MN 55101-2247<br>***78 10TH ST E R3105**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3105 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0988** |
| Robert C Schuehle<br>78 10th St E Unit 3106<br>St Paul MN 55101-2247<br>***78 10TH ST E R3106**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3106 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0989** |
| Mary Katherine Launderville<br>78 10th St # 3107<br>St Paul MN 55101-2251<br>***78 10TH ST E R3107**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3107 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0990** |
| Becky Olderbak<br>Paul Herskind<br>8111 Castle Pines Ave<br>Las Vegas NV 89113-1209<br>***78 10TH ST E R3108**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3108 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0991** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| David Aro<br>Wendy Aro<br>78 10th St E Unit 3109<br>St Paul MN 55101-3264<br>***78 10TH ST E R3109**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3109 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0992** |
| Tamas Strasser<br>78 E 10th St Unit 3110<br>St Paul MN 55101-2247<br>***78 10TH ST E R3110**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3110 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0993** |
| Loeffler Family Trust<br>78 10th St E Unit 3201<br>St Paul MN 55101-2247<br>***78 10TH ST E R3201**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0994** |
| Terrance J Flaherty<br>Patricia Flaherty<br>78 10th St E Unit 3202<br>St Paul MN 55101-2247<br>***78 10TH ST E R3202**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3202 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0995** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Emma Caroline Steincross<br>78 10th St E # R3203<br>St Paul MN 55101-2247<br>***78 10TH ST E R3203**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3203 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0996** |
| Trang Beauvois<br>78 10th St E Unit 3204<br>St Paul MN 55101-2247<br>***78 10TH ST E R3204**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3204 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0997** |
| Kobe Senne-Weidell<br>78 10th St E Unit 3205<br>St Paul MN 55101-2247<br>***78 10TH ST E R3205**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3205 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0998** |
| Mark J Jesmer<br>78 10th St E Unit 3207<br>St Paul MN 55101-2247<br>***78 10TH ST E R3207**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3207 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1000** |
| Jahn Dyvik<br>1780 Martha Ln<br>Long Lake MN 55356-9446<br>***78 10TH ST E R3208**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3208 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1001** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Patrick J Mcnamee<br>Jodie Spirer<br>78 10th St E Unit R3210<br>St Paul MN 55101-2247<br>***78 10TH ST E R3210**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3210 & UNIT P152 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1003** |
| Jahn Dyvik<br>Amy Dyvik<br>1780 Martha Ln<br>Long Lake MN 55356-9446<br>***78 10TH ST E R3301**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3301 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1004** |
| Griffin James Roth<br>78 10th Sts E 3302<br>St Paul MN 55101-2247<br>***78 10TH ST E R3302**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3302 & UNIT P128 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1005** |
| Pamela S Neal Tr<br>78 10th St E Unit 3303<br>St Paul MN 55101-2247<br>***78 10TH ST E R3303**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3303 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1006** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Andrew J Berry<br>78 10th St E Unit 3304<br>St Paul MN 55101-2247<br>***78 10TH ST E R3304**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3304 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1007** |
| Joey M Koppes<br>78 10th St E Unit 3306<br>St Paul MN 55101-2290<br>***78 10TH ST E R3306**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3306 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1009** |
| Elaine Kane<br>78 10th St E Unit 3307<br>St Paul MN 55101-2247<br>***78 10TH ST E R3307**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3307 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1010** |
| Mercy Padmaja Das Sulc<br>78 10th St E 3308<br>St Paul MN 55101-2247<br>***78 10TH ST E R3308**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3308 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1011**<br>***ESCROW*** |
| Mary E Carbonneau<br>78 10th St E # 3310r<br>St Paul MN 55101-2247<br>***78 10TH ST E R3310**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3310 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1013**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Barbara Leone Brown Tr<br>78 10th St E Unit 3401<br>St Paul MN 55101-2247<br>***78 10TH ST E R3401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3401 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1014** |
| John R Patton<br>78 10th St E # 3402<br>St Paul MN 55101-2247<br>***78 10TH ST E R3402**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3402 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1015** |
| Debra Anne Brown<br>78 10th St E Unit 3409<br>St Paul MN 55101-2247<br>***78 10TH ST E R3409**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R3409 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1016** |
| Jeremy Rivera<br>78 10th St E Unit 3410<br>St Paul MN 55101-2247<br>***78 10TH ST E R3410**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Lot R3410 of CIC NO 499 THE PT OF ST PAUL<br>UNIT R3410 & UNIT P073 & UNIT P075 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1569** |
| Michiko Yokooka<br>78 10th St E Unit 401<br>St Paul MN 55101-2248<br>***78 10TH ST E R401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R401 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0728** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Abigail Knutson<br>Jacob Knutson<br>78 10th St E Unit 402<br>St Paul MN 55101-2247<br>***78 10TH ST E R402**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R402 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0729** |
| Richard Hassel<br>78 10th St E 403<br>St Paul MN 55101-2247<br>***78 10TH ST E R403**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R403 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0730** |
| Sheldon D Strom Tr<br>78 10th St E Unit 404<br>St Paul MN 55101-2247<br>***78 10TH ST E R404**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R404 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0731** |
| Stephanie A Peterson<br>78 10th St E # 405<br>St Paul MN 55101-2247<br>***78 10TH ST E R405**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R405 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0732** |
| Steven L Lemay<br>13929 Falcon Ave<br>Apple Valley MN 55124-3310<br>***78 10TH ST E R406**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R406 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0733** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Cindee J Calton<br>Anthony Fanchi<br>78 10th St E Unit R501<br>St Paul MN 55101-2247<br>***78 10TH ST E R501**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R501 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0734** |
| Jesusa S Toledo<br>78 10th St E Unit 502<br>St Paul MN 55101-2247<br>***78 10TH ST E R502**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R502 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0735** |
| Darlene Zabadal<br>78 10th St E Unit 503<br>St Paul MN 55101-2247<br>***78 10TH ST E R503**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R503 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0736** |
| Emily Neumann<br>78 10th St E 504<br>St Paul MN 55101-2247<br>***78 10TH ST E R504**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R504 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0737** |
| Sanford Beitsch<br>78 10th St E Unit 505<br>St Paul MN 55101-2248<br>***78 10TH ST E R505**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R505 & UNIT P60 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0738** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| David L Dawson Jr<br>78 10th St E Unit R506<br>St Paul MN 55101-2247<br>***78 10TH ST E R506**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R506 & UNIT P170 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0739** |
| Garret Thiltgen<br>78 10th St E Unit 507<br>St Paul MN 55101-2247<br>***78 10TH ST E R507**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R507 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0740**<br>***ESCROW*** |
| Cynthia M Mcalpin Tr<br>78 10th St E Unit 508<br>St Paul MN 55101-2247<br>***78 10TH ST E R508**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R508 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0741** |
| Leticia E Saya<br>78 10th St E Unit R509<br>St Paul MN 55101-2248<br>***78 10TH ST E R509**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R509 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0742** |
| Richard C Johnson<br>Adrianne Vanderborght<br>456 Summit Ave Apt 304<br>St Paul MN 55102-3643<br>***78 10TH ST E R510**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R510 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0743** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| David C Martin<br>78 10th St E # 601<br>St Paul MN 55101-2247<br>***78 10TH ST E R601**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R601 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0744** |
| Marcelo L Santos<br>78 10th St E Unit R603<br>St Paul MN 55101-2247<br>***78 10TH ST E R603**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R603 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0746** |
| Susan Sodergren<br>78 10th St E # 604<br>St Paul MN 55101-2247<br>***78 10TH ST E R604**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R604 & UNIT P147 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0747** |
| George Sakkal<br>6 Blue Jay Ln<br>North Oaks MN 55127-2015<br>***78 10TH ST E R605**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R605 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0748**<br>***ESCROW*** |
| Molly A Doran<br>78 10th St E # 606<br>St Paul MN 55101-2247<br>***78 10TH ST E R606**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R606 & UNIT P137 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0749** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Maryanne Danielson<br>78 10th St E Unit 607<br>St Paul MN 55101-2247<br>***78 10TH ST E R607**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R607 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0750** |
| Aaron Brixius<br>78 10th St E Unit 608<br>St Paul MN 55101-2248<br>***78 10TH ST E R608**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R608 & UNIT P54 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0751** |
| Sharon Gysbers<br>78 10th St E 609<br>St Paul MN 55101-2247<br>***78 10TH ST E R609**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R609 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0752** |
| Leah Jones<br>Loren Jones<br>Po Box 141<br>Wascott WI 54890-0141<br>***78 10TH ST E R610**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R610 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0753** |
| Lawrence G Erickson<br>2725 146th Ave Ne<br>Andover MN 55304-6422<br>***78 10TH ST E R701**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R701 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0754** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Robert P Conroy<br>Dana Conroy<br>78 10th St E Unit R702<br>St Paul MN 55101-2247<br>***78 10TH ST E R702**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R702 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0755** |
| James Van Hoven<br>13722 Petersburg St Ne<br>Ham Lake MN 55304-5062<br>***78 10TH ST E R703**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R703 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0756**<br>***ESCROW*** |
| Janice M Lauinger Hanson Tr<br>Rune Hanson<br>78 10th St E # 704<br>St Paul MN 55101-2248<br>***78 10TH ST E R704**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R704 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0757** |
| Alex M Hastings<br>78 10th St E Unit 705<br>St Paul MN 55101-2247<br>***78 10TH ST E R705**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R705 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0758** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Aaron Wood<br>78 10th St E Unit 706<br>St Paul MN 55101-2247<br>***78 10TH ST E R706**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R706 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0759** |
| Arthur R Mcgrane Jr<br>78 10th St E Unit 707<br>St Paul MN 55101-2292<br>***78 10TH ST E R707**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R707 & UNIT P132 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1351** |
| Toni Jo Furth<br>78 10th St E # 708<br>St Paul MN 55101-2271<br>***78 10TH ST E R708**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R708 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0761** |
| Jeffrey J Gunvalson<br>1337 Sheridan Ave N<br>Minneapolis MN 55411-2943<br>***78 10TH ST E R709**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R709 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0762** |
| Lucky Lee<br>78 10th St E Unit 710<br>St Paul MN 55101-2247<br>***78 10TH ST E R710**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R710 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0763** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jeffrey P Johnson Tr<br>16674 7th St S<br>Lakeland MN 55043-9531<br>***78 10TH ST E R801**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R801 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0764**<br>***ESCROW*** |
| David M Massaglia<br>1912 Birchmont Dr Ne<br>Bemidji MN 56601-2662<br>***78 10TH ST E R802**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R802 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0765** |
| Susan A Litschke<br>78 10th St E Unit 803<br>St Paul MN 55101-3249<br>***78 10TH ST E R803**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R803 & UNIT P106 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0766** |
| Bridget Murphy<br>717 W 49th St<br>Minneapolis MN 55419-5344<br>***78 10TH ST E R804**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R804 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0767** |
| Wafa Qureshi<br>Ajmal Ahmed<br>4920 Whispering Way<br>Eagan MN 55122-4057<br>***78 10TH ST E R805**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R805 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0768** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Ann K White<br>1943 E River Pkwy<br>Minneapolis MN 55414-3675<br>***78 10TH ST E R806**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R806 & UNIT P36 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0769**<br>***ESCROW*** |
| Keith P Marriott<br>78 10th St E Unit 807<br>St Paul MN 55101-3249<br>***78 10TH ST E R807**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R807 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0770** |
| Craig Wenberg<br>78 10th St # 808<br>St Paul MN 55101-2247<br>***78 10TH ST E R808**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R808 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0771** |
| Richard R Bohannon Ii<br>Anna Mercedes<br>604 Graceview Loop<br>Saint Joseph MN 56374-4659<br>***78 10TH ST E R809**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R809 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0772** |
| James D Allen<br>78 10th St E Unit R810<br>St Paul MN 55101-2247<br>***78 10TH ST E R810**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R810 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0773** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Todd Nistler<br>Todd Trepanier<br>78 10th St # 901<br>St Paul MN 55101-2259<br>***78 10TH ST E R901**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R901 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0774** |
| Julie Kennedy<br>Jet Odrerir<br>78 10th St E # 902<br>St Paul MN 55101-2247<br>***78 10TH ST E R902**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R902 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0775** |
| Marcelo Santos<br>78 10th St E Unit 903<br>St Paul MN 55101-2247<br>***78 10TH ST E R903**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R903 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0776** |
| Shawn R Peterka<br>78 10th St E Unit 904<br>St Paul MN 55101-2247<br>***78 10TH ST E R904**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R904 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0777** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Nicholas Etherington<br>78 10th St E Unit 905<br>St Paul MN 55101-2259<br>***78 10TH ST E R905**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R905 & UNIT P078 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-1352** |
| Carmen Robles<br>78 10th St E 906<br>St Paul MN 55101-2247<br>***78 10TH ST E R906**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R906 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0779** |
| Gary A Hirmer Tr<br>4240 Steamboat Bnd Apt 105<br>Fort Myers FL 33919-4506<br>***78 10TH ST E R907**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R907 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0780** |
| Kenneth A Ryder Tr<br>Christina Ryder<br>379 Santa Isabel Ave<br>Newport Beach CA 92660-3401<br>***78 10TH ST E R908**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R908 & UNIT P252 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0781** |
| Clayton C Endres Jr<br>78 10th St Unit 909<br>St Paul MN 55101-2247<br>***78 10TH ST E R909**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R909 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0782** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Bonnie J Calton<br>245 Auburn East Ln<br>Coralville IA 52241-3474<br>***78 10TH ST E R910**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | COMMON INTEREST COMMUNITY NUMBER 499 THE POINTE OF ST PAUL UNIT R910 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 1.01<br>1.01 | $502.60<br>$110.32<br>$612.92 | **31-29-22-43-0783** |
| Donerly Inc<br>4810 Ithaca Ln N<br>Plymouth MN 55446-3438<br>***80 10TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL LOT 6 BLK 11 | Grade & Pave - Commercial Vacan<br>Lighting - Commercial Vacant Lan<br>Special Benefit Cap<br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 164.00<br>164.00<br>(74,838.40) | $81,609.68<br>$17,913.72<br>($74,838.40)<br>$24,685.00 | **31-29-22-43-0031** |
| Town Square Realty Llc<br>1251 6th Ave Fl 35<br>New York NY 10020-1104<br>***53 6TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 TRACTS D,P,R,ZZ,FFF & THAT PART OF TRACT BBB RLS 518 LYING BET ELEVATIONS 100.42 FT & 104.76 FT LYING WITH THE FOL DESC BOUNDARIES; COM AT PT L SHOWN | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 68.11<br>68.11 | $33,892.90<br>$7,439.66<br>$41,332.56 | **06-28-22-12-0120** |
| H F S Properties<br>85 7th Pl E Ste 200<br>St Paul MN 55101-2143<br>***85 7TH PL E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | PT OF BLK 19 LYING SWLY OF THE NELY 20 FT THEREOF AND LYING NELY NLY AND NWLY OF A L DESC AS COMM AT MOST SLY COR OF SD BLK 19 TH NELY ALONG SELY L OF SD BLK 19 105.28 FT TO POB TH | Grade & Pave - Office<br>Lighting - Office<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 104.00<br>104.00 | $51,752.48<br>$11,359.92<br>$63,112.40 | **31-29-22-43-1572** |
| Rio Bravo Llc<br>Po Box 790<br>Lolo MT 59847-0790<br>***67 7TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL SUBJ TO & WITH AGREEMENTS, ESMTS & AIR RIGHTS; PART BELOW ELEVATIONS 138.75 PART BET ELEVATIONS 138.75 FT SLOPING TO ELEVATION 133 .37 FT ST | Grade & Pave - Parking Ramp (DT<br>Lighting - Parking Ramp (DT)<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 20.95<br>20.95 | $10,425.14<br>$2,288.37<br>$12,713.51 | **31-29-22-43-0067** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Hfs Properties<br>85 7th Place E Ste 200<br>St Paul MN 55101-2106<br>***81 7TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL SWLY PART OF LOTS 7 AND 8 AND OF PART OF LOT 9 NWLY OF WIDENED 8TH ST MEASURING 9O 98/1OO FT ON NWLY L OF LOT 7 AND 9O 22/1OO FT ON NWLY L OF SD ST | Grade & Pave - Office<br>Lighting - Office<br>Special Benefit Cap<br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 190.00<br>190.00<br>(55,576.50) | $94,547.80<br>$20,753.70<br>($55,576.50)<br>$59,725.00 | **31-29-22-43-0066** |
| Mark A Erickson<br>66 9th St E Unit 1201<br>St Paul MN 55101-4700<br>***66 9TH ST E 1201**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0068** |
| Jacob Ross<br>66 9th St E Unit 1202<br>St Paul MN 55101-4700<br>***66 9TH ST E 1202**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R1202 & G73 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0545** |
| Leann J Snyder<br>66 9th St E Unit 1203<br>St Paul MN 55101-4700<br>***66 9TH ST E 1203**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1203 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0070** |
| Anthony J Harmelink<br>66 9th St E Unit 1713<br>St Paul MN 55101-2254<br>***66 9TH ST E 1205**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1205 & GARAGE UNIT 181 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0619** |

***ESCROW***

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Marshall W Wright Iii<br>66 9th St E Unit 1207<br>St Paul MN 55101-4700<br>***66 9TH ST E 1207**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1207 & GARAGE UNIT 94 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0677** |
| Tyler William Bruehl<br>66 9th St E Unit 1209<br>St Paul MN 55101-4700<br>***66 9TH ST E 1209**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1209 & GARAGE UNIT 4 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0621** |
| Nancy B Macdonald Tr<br>66 9th St E Unit 1210<br>St Paul MN 55101-4701<br>***66 9TH ST E 1210**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1210 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0074** |
| Deborah Wiederhold<br>Gary Wiederhold<br>4310 Old White Bear Ave N<br>White Bear Lake MN 55110-3874<br>***66 9TH ST E 1212**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1212 & GARAGE UNIT 125 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0606** |
| Miyoko N Omori<br>66 9th St E 1213 Unit R1213<br>St Paul MN 55101-4700<br>***66 9TH ST E 1213**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1213 & GARAGE UNIT 70 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0616** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Krista Judge<br>Nicholas Judge<br>66 9th St E Unit 1214<br>St Paul MN 55101-4700<br>***66 9TH ST E 1214**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1214 & GARAGE UNIT 37 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0579** |
| Kathleen M Pilugin<br>66 9th St E Unit 1215<br>St Paul MN 55101-4700<br>***66 9TH ST E 1215**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1215 & GARAGE UNIT 212 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0525** |
| Claudia J Nicholson<br>66 9th St E # 1216<br>St Paul MN 55101-4701<br>***66 9TH ST E 1216**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1216 & GARAGE UNIT 28 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0580** |
| Todd Lavern Deutsch<br>66 9th St E # 1301<br>St Paul MN 55101-4701<br>***66 9TH ST E 1301**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1301 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0080** |
| Beth A Larson<br>66 9th St E Unit 1302<br>St Paul MN 55101-4700<br>***66 9TH ST E 1302**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT 1302R & GARAGE UNIT G52 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0539** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kerry K Grant<br>66 9th St E Unit 1303<br>St Paul MN 55101-4701<br>***66 9TH ST E 1303**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1303 & GARAGE UNIT 87 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0628** |
| Jean M Mathison<br>Charles Mathison<br>66 9th St E # 1304<br>St Paul MN 55101-4700<br>***66 9TH ST E 1304**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1304 & GARAGE UNIT 61 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0676**<br>***ESCROW*** |
| Gafar Bolaji Amuda<br>66 9th St E Unit 1305<br>St Paul MN 55101-4700<br>***66 9TH ST E 1305**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1305 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0084** |
| Mark A Pearson<br>66 9th St E Unit 1306<br>St Paul MN 55101-4700<br>***66 9TH ST E 1306**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1306 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0085** |
| Lisa Jones<br>66 9th St E # 1307<br>St Paul MN 55101-4700<br>***66 9TH ST E 1307**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT 1307R & GARAGE UNIT G11 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0540** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Steven C Grounds<br>66 9th St E<br>St Paul MN 55101-4701<br>***66 9TH ST E 1308**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1308 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0087** |
| David Blackman<br>230 Maria Ave<br>St Paul MN 55106-6206<br>***66 9TH ST E 1309**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1309 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0088** |
| Minnesota Holding Company Llc<br>10800 Lyndale Ave S Ste 275<br>Bloomington MN 55420-5692<br>***66 9TH ST E 1310**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1310 & GARAGE UNIT 126 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0617**<br>***ESCROW*** |
| David Preston<br>66 9th St E Unit 1311<br>St Paul MN 55101-4700<br>***66 9TH ST E 1311**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1311 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0090**<br>***ESCROW*** |
| Kathryne Irene Rogers<br>66 9th St E 1312<br>St Paul MN 55101-4700<br>***66 9TH ST E 1312**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1312 & GARAGE UNIT 182 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0618** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Katie Shoen<br>66 9th St E # 1313<br>St Paul MN 55101-4700<br>***66 9TH ST E 1313**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1313 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0092** |
| Ani Seumalo<br>66 9th St E Unit 1314<br>St Paul MN 55101-4700<br>***66 9TH ST E 1314**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1314 & GARAGE UNIT 38 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1530** |
| Chenxi Xie<br>66 9th St E Unit 1315<br>St Paul MN 55101-2253<br>***66 9TH ST E 1315**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS NO. R-1315 & G-142 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0542** |
| Aaron F Biber<br>66 9th St E Unit 1316<br>St Paul MN 55101-4700<br>***66 9TH ST E 1316**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1316 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0095** |
| Diane Pagel<br>66 9th St E Unit 1401<br>St Paul MN 55101-2253<br>***66 9TH ST E 1401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1401 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0096** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Edmund J Vosik<br>66 9th St E<br>St Paul MN 55101-2253<br>***66 9TH ST E 1402**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1402 & GARAGE UNIT 57 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0295** |
| Grant K Judd<br>66 9th St E Unit 1403<br>St Paul MN 55101-4700<br>***66 9TH ST E 1403**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1403 & GARAGE UNIT 25 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0296** |
| Manuel A Rodriguez<br>667 19th Ave Nw<br>New Brighton MN 55112-6521<br>***66 9TH ST E 1404**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1404 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0097** |
| Casey J Sass<br>66 9th St E Unit 1405<br>St Paul MN 55101-4700<br>***66 9TH ST E 1405**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1405 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0098** |
| Timothy E Warnest<br>Po Box 130671<br>Roseville MN 55113-0006<br>***66 9TH ST E 1406**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1406 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0640** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Doran J Levy<br>Carolyn Levy<br>66 9th St E Unit 1407<br>St Paul MN 55101-4700<br>***66 9TH ST E 1407**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1407 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0100** |
| Robert H Chandler<br>Saed Kakish<br>66 9th St E Unit 2505<br>St Paul MN 55101-2277<br>***66 9TH ST E 1408**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1408 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0101** |
| Freeman Ng<br>66 9th St E Unit 1409<br>St Paul MN 55101-4700<br>***66 9TH ST E 1409**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1409 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0102** |
| Ritzcel Ann Mae Miguel<br>Chedita Miguel<br>66 9th St E # 1410<br>St Paul MN 55101-4700<br>***66 9TH ST E 1410**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1410 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0103** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Vaharoslee Inc<br>Po Box 181<br>New Ulm MN 56073-0181<br>***66 9TH ST E 1411**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1411 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0104** |
| Samuel Lobby<br>66 9th St E Condo 1412<br>St Paul MN 55101-4700<br>***66 9TH ST E 1412**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R1412 & G92 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0548** |
| Paul Boyer<br>Joyce Boyer<br>66 9th St E Unit 1413<br>St Paul MN 55101-4700<br>***66 9TH ST E 1413**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT R1413 & UNIT G-62 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0671** |
| Sylvester Phillips<br>66 9th St E # 1414<br>St Paul MN 55101-4700<br>***66 9TH ST E 1414**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1414 & GARAGE UNIT 88 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0559**<br>***ESCROW*** |
| Charlotte E Heinze<br>66 9th St E<br>St Paul MN 55101-2253<br>***66 9TH ST E 1415**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1415 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0108** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Barbara K Malas<br>66 9th St E Unit 1416<br>St Paul MN 55101-4700<br>***66 9TH ST E 1416**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1416 & GARAGE UNIT 34 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0636** |
| Kari A Kaulfuss<br>66 9th St E Unit 1502<br>St Paul MN 55101-4700<br>***66 9TH ST E 1502**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1502 & GARAGE UNIT 86 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1344** |
| Janie Hall<br>66 9th St E Unit 1503<br>St Paul MN 55101-4700<br>***66 9TH ST E 1503**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | R-1503 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0669** |
| Anatoly Khalizev<br>66 9th St E Unit 1504<br>St Paul MN 55101-2253<br>***66 9TH ST E 1504**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1504 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0112** |
| Patricia A Daddario<br>3900 Ne 18th Ave # 4a<br>Fort Lauderdale FL 33334-5400<br>***66 9TH ST E 1505**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1505 & GARAGE UNIT 91 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0568** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jeffrey W Passofaro Ii<br>6109 S Parkside Ave Apt 2<br>Chicago IL 60638-4556<br>***66 9TH ST E 1506**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM GARAGE UNIT NO.153 & UNIT NO.R1506 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0647** |
| Nicholas Clements<br>66 9th St E Unit 1508<br>St Paul MN 55101-2253<br>***66 9TH ST E 1508**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1508 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0115** |
| Johnathan S Sievers<br>66 9th St E Unit 1510<br>St Paul MN 55101-4700<br>***66 9TH ST E 1510**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1510 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0117** |
| Francis X Garcia Zaavedra<br>66 9th St E # 1511<br>St Paul MN 55101-4700<br>***66 9TH ST E 1511**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1511 & GARAGE UNIT 96 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0593** |
| Kaku W Ephraim<br>66 9th St # 1512<br>St Paul MN 55101-2276<br>***66 9TH ST E 1512**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1512 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0119** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Nancy Anne Schrauth<br>66 9th St E 1513<br>St Paul MN 55101-4700<br>***66 9TH ST E 1513**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R1513 & G155 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0549** |
| Constance L Randolph<br>66 9th St E # 1514<br>St Paul MN 55101-4700<br>***66 9TH ST E 1514**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1514 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0121** |
| Lynn M Casey<br>66 9th St E Unit 1515<br>St Paul MN 55101-4700<br>***66 9TH ST E 1515**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1515 & GARAGE UNIT 191 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0612** |
| Harold M Evanoff<br>66 9th St E Unit 1516<br>St Paul MN 55101-4700<br>***66 9TH ST E 1516**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1516 & GARAGE UNIT 49 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0520** |
| Erandi Irene Lindsey<br>66 9th St E 1602<br>St Paul MN 55101-4700<br>***66 9TH ST E 1602**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1602 & GARAGE UNIT 30 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0653** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Gabrielle Scundi<br>66 9th St E # 1603<br>St Paul MN 55101-4700<br>***66 9TH ST E 1603**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1603 & GARAGE UNIT 97 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0664** |
| John W Adams<br>66 9th St E Unit 1604<br>St Paul MN 55101-2254<br>***66 9TH ST E 1604**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R1604 & G13 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0547** |
| Providential Family Properties Llc<br>13765 Fordham Ct<br>St Paul MN 55124-4116<br>***66 9TH ST E 1605**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1605 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0127** |
| Emily Merriman<br>66 9th St E # 1606<br>St Paul MN 55101-2254<br>***66 9TH ST E 1606**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1606 & GARAGE UNIT 89 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0577** |
| Virginia M Nienow<br>66 9th St E Unit 1607<br>St Paul MN 55101-4700<br>***66 9TH ST E 1607**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1607 & GARAGE UNIT 105 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0598** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jamie Lee Cyson<br>3601 Sunrise Dr W<br>Minnetonka MN 55345-2200<br>***66 9TH ST E 1608**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1608 & GARAGE UNIT 180 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0641** |
| Hader Adelio Guana Benitez<br>66 9th St E # 1609<br>St Paul MN 55101-2254<br>***66 9TH ST E 1609**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1609 & GARAGE UNIT 159 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0591**<br>***ESCROW*** |
| Karla K Fenstermaker<br>66 9th St E Unit 1610<br>St Paul MN 55101-4700<br>***66 9TH ST E 1610**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1610 & GARAGE UNIT 63 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0633** |
| Edward Jackson<br>66 9th St E Unit 1611<br>St Paul MN 55101-4700<br>***66 9TH ST E 1611**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1611 & GARAGE UNIT 74 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0635** |
| Devin Shaw<br>66 9th St E Unit 1612<br>St Paul MN 55101-4700<br>***66 9TH ST E 1612**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1612 & GARAGE UNIT 68 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0675** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kevin F Cassidy<br>66 9th St E Unit 1613<br>St Paul MN 55101-4700<br>***66 9TH ST E 1613**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1613 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0135** |
| Justin Kringler<br>66 9th St E # 1614<br>St Paul MN 55101-4700<br>***66 9TH ST E 1614**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1614 & GARAGE UNIT 149 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1534** |
| Eric Feczko<br>66 9th St E Unit 1615<br>St Paul MN 55101-4700<br>***66 9TH ST E 1615**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1615 & GARAGE UNIT 43 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0569** |
| Gail C Krause<br>66 9th St E # 1616<br>St Paul MN 55101-2254<br>***66 9TH ST E 1616**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1616 & GARAGE UNIT 32 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0585** |
| Nancie J Litin<br>66 9th St E Unit 1701<br>St Paul MN 55101-4700<br>***66 9TH ST E 1701**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1701 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0139** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jesse S Ellis<br>66 9th St Unit 1702<br>St Paul MN 55101-2254<br>***66 9TH ST E 1702**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1702 & GARAGE UNIT 151 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0565** |
| Remedios L Evangelista Verena<br>Virgilio Verena<br>66 9th St E Unit 1703<br>St Paul MN 55101-4700<br>***66 9TH ST E 1703**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1703 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0141** |
| Seth D Danielson<br>66 9th St E Unit 1704<br>St Paul MN 55101-2254<br>***66 9TH ST E 1704**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1704 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0142** |
| Elizabeth B Danks<br>1903 Hunter Ln<br>Mendota Heights MN 55118-4153<br>***66 9TH ST E 1705**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1705 & GARAGE UNIT 121 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0623** |
| James J Sandkamp Jr<br>66 9th St E Condo 1706<br>St Paul MN 55101-4700<br>***66 9TH ST E 1706**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1706 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0144** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Catherine A Slattery<br>7 Tree Farm Ln<br>North Oaks MN 55127-4132<br>***66 9TH ST E 1707**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1707 & GARAGE UNIT 104 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0599** |
| David A Bean<br>66 9th St E Unit 1708<br>St Paul MN 55101-2254<br>***66 9TH ST E 1708**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1708 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0146** |
| George Pelto<br>66 9th St E # 1709<br>St Paul MN 55101-2254<br>***66 9TH ST E 1709**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1709 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0147** |
| Melinda Mcgowan<br>Mona Wong<br>66 9th St E Unit 1710<br>St Paul MN 55101-2254<br>***66 9TH ST E 1710**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1710 & GARAGE UNIT 112 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0685** |
| Anthony J Harmelink<br>66 9th St E Unit 1713<br>St Paul MN 55101-2254<br>***66 9TH ST E 1711**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1711, UNIT NO R1713 & GARAGE UNIT 66 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0624** |

***ESCROW***

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jake M Langevin<br>66 E 9th St Unit 1712<br>St Paul MN 55101-2254<br>***66 9TH ST E 1712**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1712 & GARAGE UNIT NO.G-200 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0660** |
| Susan D Rostkoski<br>66 9th St E Unit 1715<br>St Paul MN 55101-4700<br>***66 9TH ST E 1715**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R1715 & GARAGE UNIT 100 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0638** |
| Karen L Ferlas<br>66 9th St E Unit 1716<br>St Paul MN 55101-4700<br>***66 9TH ST E 1716**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1716 & GARAGE UNIT 84 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0589** |
| Brook Trout Properties Llc<br>22922 Manning Trl<br>Scandia MN 55073-9513<br>***66 9TH ST E 1802**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1802 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0155** |
| Donna Jean Lawton<br>66 9th St E 1803<br>St Paul MN 55101-4700<br>***66 9TH ST E 1803**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1803 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0156** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Abdul Hye Khan<br>Anees Khan<br>66 9th St E Unit 1804<br>St Paul MN 55101-4700<br>***66 9TH ST E 1804**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1804 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0157** |
| Heather Christine Fitch Radcliff<br>David Radcliff<br>66 9th St E Condo 1805<br>St Paul MN 55101-4700<br>***66 9TH ST E 1805**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1805 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0158** |
| Peter Lindstrom<br>66 9th St E Unit 1806<br>St Paul MN 55101-4700<br>***66 9TH ST E 1806**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1806 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0159** |
| Nicholas B Nerland<br>1506 Keithson Dr<br>Arden Hills MN 55112-5723<br>***66 9TH ST E 1807**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1807 & GARAGE UNIT 170 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0610** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kristine Hunter<br>66 9th St E # 1808<br>St Paul MN 55101-4700<br>***66 9TH ST E 1808**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1808 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0161** |
| Joseph Kvam<br>66 9th St E Unit 1809<br>St Paul MN 55101-4700<br>***66 9TH ST E 1809**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1809 & GARAGE UNIT 205 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0572** |
| Yevgeniy A Yevtikhov<br>487 Owasso Hills Dr<br>St Paul MN 55113-2153<br>***66 9TH ST E 1809**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1714 & GARAGE UNIT 35 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0592** |
| Mary Jo Schirra<br>66 9th St E # 1810<br>St Paul MN 55101-4700<br>***66 9TH ST E 1810**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1810 & GARAGE UNIT 24 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0576** |
| Irina Kasperovich<br>66 9th St E Unit 1811<br>St Paul MN 55101-2255<br>***66 9TH ST E 1811**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1811 & GARAGE UNIT 56 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0553** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Cheryl B Granzberg<br>66 9th St E<br>St Paul MN 55101-2255<br>***66 9TH ST E 1812**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1812 & GARAGE UNIT 207 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0620** |
| Mathew Hess<br>Carolyn Hess<br>66 9th St E # 1813<br>St Paul MN 55101-4700<br>***66 9TH ST E 1813**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1813 & GARAGE UNIT 184 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0570** |
| Deborah Moore Gilman<br>66 9th St E # 1814<br>St Paul MN 55101-4700<br>***66 9TH ST E 1814**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1814 & GARAGE UNIT 95 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0596** |
| Mavis Callovi<br>Lou Callovi<br>66 9th St E Unit 1815<br>St Paul MN 55101-4700<br>***66 9TH ST E 1815**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R 1815 & GARAGE UNIT 106 & GARAGE UNIT 83 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0631** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Kenneth L Looney<br>66 9th St E Unit 1816<br>St Paul MN 55101-4700<br>***66 9TH ST E 1816**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R 1816 & GARAGE UNIT 36 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0581** |
| Andrew J Hedlund<br>66 9th St E Unit 1902<br>St Paul MN 55101-4700<br>***66 9TH ST E 1902**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1902 & GARAGE UNIT 79 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0608** |
| Brandon Hu<br>Madeline Wilson<br>66 9th St E Unit 1903<br>St Paul MN 55101-4700<br>***66 9TH ST E 1903**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1903 & GARAGE UNIT 118 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0656** |
| Kyle Piwek<br>66 9th St E Unit 1904<br>St Paul MN 55101-4700<br>***66 9TH ST E 1904**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1904 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0172** |
| Kari Aaeng<br>66 9th St E # 1905<br>St Paul MN 55101-4700<br>***66 9TH ST E 1905**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1905 & GARAGE UNIT 16 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1346** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sara Anne Flaherty<br>66 9th St E # 1906<br>St Paul MN 55101-4700<br>***66 9TH ST E 1906**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1906 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0174** |
| Karl E Kitzman<br>66 9th St E # 1907<br>St Paul MN 55101-2255<br>***66 9TH ST E 1907**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1907 & GARAGE UNIT 12 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0537** |
| Christina Hollie<br>66 9th St E # 1908<br>St Paul MN 55101-4700<br>***66 9TH ST E 1908**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1908 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0176** |
| Bryan Stauning<br>929 Lombard Ave<br>St Paul MN 55105-3254<br>***66 9TH ST E 1909**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1909 & GARAGE UNIT 103 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0566** |
| Michelle M Mulvehill<br>1885 Shady Beach Ave<br>Roseville MN 55113-6942<br>***66 9TH ST E 1910**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1910 & GARAGE UNIT 161 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0584** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Vincent E Skahen<br>66 9th St E 1911<br>St Paul MN 55101-4700<br>***66 9TH ST E 1911**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1911 & GARAGE UNIT 27 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0578** |
| Nevena Vukomanovich<br>66 9th St E<br>St Paul MN 55101-4700<br>***66 9TH ST E 1912**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1912 & GARAGE UNIT 188 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0575** |
| Karly Dybedahl<br>66 9th St E # 1913<br>St Paul MN 55101-4700<br>***66 9TH ST E 1913**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R1913 & GARAGE UNIT 2 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0613** |
| Barry A Cipra<br>Kerry Cipra<br>305 Oxford St<br>Northfield MN 55057-1550<br>***66 9TH ST E 1914**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1914 & GARAGE UNIT 42 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1353** |
| ***66 9TH ST E 1915**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R1915 & GARAGE UNIT 1 & GARAGE UNIT 67 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0668** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Roman Lavriv<br>Yuliya Lavriv<br>448 Vadnais Lake Dr<br>Vadnais Heights MN 55127-7143<br>***66 9TH ST E 2001**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2001 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0185** |
| Rafael E Ortega<br>66 9th St E Unit 2002<br>St Paul MN 55101-2255<br>***66 9TH ST E 2002**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2002 & GARAGE UNIT 3 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0573** |
| Clea M Galhano<br>66 9th St Unit 2005<br>St Paul MN 55101-4700<br>***66 9TH ST E 2005**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2005 & GARAGE UNIT 40 & GARAGE UNIT 195 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1354** |
| Raymond P Aguirre<br>Mihoko Aguirre<br>66 9th St E Unit 2006<br>St Paul MN 55101-2256<br>***66 9TH ST E 2006**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2006 & GARAGE UNIT 128 & GARAGEUNIT 111 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0534** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Deborah L Looney<br>66 9th St E Unit 2008<br>St Paul MN 55101-2256<br>***66 9TH ST E 2008**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT R2008 AND GARAGE UNITS 209,210 & 211 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0680** |
| Dawn M Cass<br>66 9th St E Unit 2009<br>St Paul MN 55101-4700<br>***66 9TH ST E 2009**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R2009 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1345** |
| Rafael E Ortega<br>66 9th St E Unit 2002<br>St Paul MN 55101-2255<br>***66 9TH ST E 2010**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2010 & GARAGE UNIT 204 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0646** |
| Kathleen M Schaefer<br>66 9th St E Unit 2011<br>St Paul MN 55101-2256<br>***66 9TH ST E 2011**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT R2011 & GARAGE UNIT 132 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1349** |
| Henry L Lozano<br>Natalie Lozano<br>7449 Courtly Rd<br>Woodbury MN 55125-4002<br>***66 9TH ST E 2012**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2012 & GARAGE UNIT 140 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0657** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Tara Siobhan Mccarthy<br>Daniel Kapaun<br>66 9th St E Condo 2013<br>St Paul MN 55101-4700<br>***66 9TH ST E 2013**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R2013 & GARAGE UNIT 107 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0684** |
| Margaret Huston<br>66 9th St E Unit 2014<br>St Paul MN 55101-2256<br>***66 9TH ST E 2014**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2014 & GARAGE UNIT 203 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1355** |
| Joel Navam<br>66 9th St E Unit 2015<br>St Paul MN 55101-4700<br>***66 9TH ST E 2015**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2015 & GARAGE UNIT 196 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0562** |
| Thomas L Hoops<br>Lauraine Hoops<br>9769 Jeremiah Ct Ne<br>Hanover MN 55341-4402<br>***66 9TH ST E 2016**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2016 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0197** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Deborah Ann Flies<br>66 9th St E # 2101<br>St Paul MN 55101-4700<br>***66 9TH ST E 2101**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2101 & GARAGE UNIT 141 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0688** |
| Theodore P Kurhajetz<br>66 9th St E<br>St Paul MN 55101-2256<br>***66 9TH ST E 2102**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2102 & GARAGE UNIT 138 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0583** |
| Mohammed E Farah<br>66 9th St E # 2105<br>St Paul MN 55101-4700<br>***66 9TH ST E 2105**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS NO R-2105 & G-165 & GARAGE UNIT 167 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0615** |
| Richard Helvig<br>Sherry Harapat<br>Po Box 1778<br>Borrego Springs CA 92004-1778<br>***66 9TH ST E 2106**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2106 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0201** |
| Tyler James Norby<br>66 9th St E Unit 2107<br>St Paul MN 55101-4700<br>***66 9TH ST E 2107**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2107 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0202** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| James Edward Randolph<br>66 9th St E # 2108<br>St Paul MN 55101-4700<br>***66 9TH ST E 2108**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2108 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0203** |
| Lacey Elizabeth Jamieson<br>66 9th St E # 2109<br>St Paul MN 55101-4700<br>***66 9TH ST E 2109**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2109 & GARAGE UNIT 18 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0526** |
| Daniel Gutknecht<br>66 9th St E<br>St Paul MN 55101-4700<br>***66 9TH ST E 2110**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO 2110 & GARAGE UNIT 6 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0595** |
| Eric N Saucier<br>66 9th St E # 2111<br>St Paul MN 55101-2256<br>***66 9TH ST E 2111**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2111 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0206** |
| Lindsay Peterson<br>66 9th St E Unit 2112<br>St Paul MN 55101-4700<br>***66 9TH ST E 2112**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2112 & GARAGE UNIT 75 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0530** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Michael T Brown<br>66 9th St E Unit 2113<br>St Paul MN 55101-2276<br>***66 9TH ST E 2113**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2113 & GARAGE UNIT 193 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1347** |
| Vena Klongtruatroke<br>66 9th St E # 2114<br>St Paul MN 55101-4700<br>***66 9TH ST E 2114**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2114 & GARAGE UNIT 171 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0609** |
| Mary L R Sirignano Tr<br>66 9th St # 2115<br>St Paul MN 55101-4700<br>***66 9TH ST E 2115**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO. R2115 & GARAGE UNIT 109 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0652** |
| Saed Kakish<br>Robert Chandler<br>66 9th St E Unit 2116<br>St Paul MN 55101-2254<br>***66 9TH ST E 2116**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R2116 & G206 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0544** |
| Rizwan Babar Shah<br>66 9th St E # 2201<br>St Paul MN 55101-4700<br>***66 9TH ST E 2201**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0212** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| David Johnson<br>Geraldine Johnson<br>66 9th St E # 2202<br>St Paul MN 55101-4700<br>***66 9TH ST E 2202**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2202 & GARAGE UNIT 160 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0625** |
| Patrick K Drain<br>Joann Drain<br>66 9th St E Unit 2205<br>St Paul MN 55101-4700<br>***66 9TH ST E 2205**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2205 & GARAGE UNIT 187 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0651** |
| John Kenney<br>66 9th St E Unit 2206<br>St Paul MN 55101-2276<br>***66 9TH ST E 2206**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2206 & GARAGE UNIT 54 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0564** |
| Eric N Saucier<br>66 9th St E # 2207<br>St Paul MN 55101-2276<br>***66 9TH ST E 2207**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2207 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0683** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Sharon M Dahlerup<br>66 9th St E Unit 2208<br>St Paul MN 55101-2276<br>***66 9TH ST E 2208**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2208 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0217** |
| Marilyn K Gjerde<br>66 9th St E Unit 2209<br>St Paul MN 55101-2276<br>***66 9TH ST E 2209**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM GARAGE UNIT 15 & UNIT NO. R2209 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0645** |
| John Michael Scully<br>66 9th St E Condo 2210<br>St Paul MN 55101-4700<br>***66 9TH ST E 2210**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2210 & GARAGE UNIT 17 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0622** |
| Mark Sacewicz<br>786 Marie Ave W<br>Mendota Hgts MN 55118-3708<br>***66 9TH ST E 2211**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2211 & GARAGE UNIT 69 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0637** |
| Stephen Malas<br>66 9th St E Unit 2212<br>St Paul MN 55101-4700<br>***66 9TH ST E 2212**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2212 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0221** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Margaret Hanson<br>Frank Wright<br>66 9th St E # 2213<br>St Paul MN 55101-4700<br>***66 9TH ST E 2213**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2213 & GARAGE UNIT 82 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0582**<br>***ESCROW*** |
| Christine Podas Larson<br>Kent Larson<br>1554 E Shore Dr<br>St Paul MN 55106-1119<br>***66 9TH ST E 2214**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2214 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0223** |
| Laura M. Park<br>66 9th St E 2215<br>St Paul MN 55101-2276<br>***66 9TH ST E 2215**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2215 & GARAGE UNIT 55 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0632** |
| Yevgeniy A Yevtikhov<br>487 Owasso Hills Dr<br>St Paul MN 55113-2153<br>***66 9TH ST E 2216**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2216 & GARAGE UNIT 50 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1529** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Roman Lavriv<br>Yuliya Lavriv<br>448 Vadnais Lake Dr<br>Vadnais Heights MN 55127-7143<br>***66 9TH ST E 2301**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2301 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0226** |
| Harold W Bealka Iii<br>Karen Kodluboy<br>66 9th St E Unit 2302<br>St Paul MN 55101-2276<br>***66 9TH ST E 2302**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2302 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0227** |
| Elizabeth Brady<br>Charles Brady<br>66 9th St E 2305<br>St Paul MN 55101-4700<br>***66 9TH ST E 2305**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2305 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0228** |
| Ruth B Markowitz Tr<br>66 9th St E Condo 2306<br>St Paul MN 55101-4700<br>***66 9TH ST E 2306**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2306 & GARAGE UNITS 47 & 48 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0563** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Donald J Hoornaert Tr<br>Joan Hoornaert<br>1030 Rambler Rd<br>Merced CA 95348-2568<br>***66 9TH ST E 2307**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2307 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0230**<br>***ESCROW*** |
| Hannah Heinicke<br>66 9th St # 2308<br>St Paul MN 55101-2276<br>***66 9TH ST E 2308**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2308 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0231** |
| Joan Boatman Davis<br>66 9th St E Unit 2309<br>St Paul MN 55101-4700<br>***66 9TH ST E 2309**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2309 & GARAGE UNIT 5 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0667** |
| Zachary R Dennis<br>66 9th St E # 2310<br>St Paul MN 55101-4700<br>***66 9TH ST E 2310**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2310 & GARAGE UNIT 145 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0536** |
| Tanner L Hansen<br>66 9th St E # 2311<br>St Paul MN 55101-4700<br>***66 9TH ST E 2311**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2311 & GARAGE UNIT 31 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0649** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Eric J Bredemus<br>66 9th St E # 2312<br>St Paul MN 55101-4700<br>***66 9TH ST E 2312**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM GARAGE UNIT 8 & UNIT NO.R2312 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0681** |
| Gregory T Dunn<br>66 9th St E 2313<br>St Paul MN 55101-4700<br>***66 9TH ST E 2313**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM GARAGE UNIT 14 & UNIT NO.R2313 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0659** |
| Elaine Mcmahon<br>66 9th St E Unit 2314<br>St Paul MN 55101-4700<br>***66 9TH ST E 2314**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2314 & GARAGE UNIT 176 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0644** |
| Vickie L Wright<br>66 Ninth St E # # 2315<br>St Paul MN 55101-4700<br>***66 9TH ST E 2315**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO 2315 & GARAGE UNIT 59 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0551** |
| Athen Hagberg<br>66 9th St E R-2316<br>St Paul MN 55101-4700<br>***66 9TH ST E 2316**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2316 & GARAGE UNIT 208 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0561** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Barbara A Richardson Tr<br>Po Box 768<br>Saint Croix Falls WI 54024-0768<br>***66 9TH ST E 2401**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2401 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0240** |
| Jon Paul Van Nurden<br>66 9th St E Unit R2402<br>St Paul MN 55101-4700<br>***66 9TH ST E 2402**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2402 & GARAGE UNIT 110 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0672** |
| Barbara A Richardson Tr<br>Po Box 768<br>Saint Croix Falls WI 54024-0768<br>***66 9TH ST E 2405**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit No. R2405 & Garage Units 19 & 20 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1549** |
| Thomas P Dunne<br>Helen Broderick<br>66 9th St E # 2406<br>St Paul MN 55101-4700<br>***66 9TH ST E 2406**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2406 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0243** |
| John A Michel<br>66 9th St E Unit 2407<br>St Paul MN 55101-4700<br>***66 9TH ST E 2407**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2407 & GARAGE UNIT 9 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0679** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Helen M Broderick<br>66 E 9th St # 2406<br>St Paul MN 55101-4700<br>***66 9TH ST E 2408**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit No. R2408 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1550** |
| Patrick A Miller<br>66 9th St E Unit 2409<br>St Paul MN 55101-4700<br>***66 9TH ST E 2409**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2409 & GARAGE UNIT 189 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0601**<br>***ESCROW*** |
| Dmytro Afanas'Yev<br>66 9th St E Unit 2410<br>St Paul MN 55101-2277<br>***66 9TH ST E 2410**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2410 & GARAGE UNIT 71 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0607** |
| Michaelynn M Beutel<br>66 9th St E Unit 2412<br>St Paul MN 55101-2277<br>***66 9TH ST E 2412**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2412 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0249** |
| Dale Swenson<br>Deborah Swenson<br>66 9th St E Unit 2413<br>St Paul MN 55101-4700<br>***66 9TH ST E 2413**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM RESIDENTIAL UNITS R2411 & R2413 & GARAGE UNITS G146 & G186 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0543** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Jarred Hanson<br>66 9th St E Unit 2414<br>St Paul MN 55101-4700<br>***66 9TH ST E 2414**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2414 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0251**<br>***ESCROW*** |
| Mark Sacewicz<br>786 Marie Ave W<br>Mendota Hgts MN 55118-3708<br>***66 9TH ST E 2415**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2415 & GARAGE UNIT 120 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0538** |
| Mary Cutrufello<br>Mary Kehoe<br>66 9th St E Condo 2416<br>St Paul MN 55101-4700<br>***66 9TH ST E 2416**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2416 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0253** |
| Anthony B Boyd<br>2485 Briarwood Pl Ne<br>Owatonna MN 55060-2563<br>***66 9TH ST E 2501**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit No. R2501 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1541** |
| City Walk Condominium Assn<br>7260 University Ave Ne Ste 200<br>Fridley MN 55432-3128<br>***66 9TH ST E 2502**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2502 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0255** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Robert H Chandler<br>Saed Kakish<br>66 9th St E Unit 2505<br>St Paul MN 55101-2277<br>***66 9TH ST E 2505**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO 2505 & GARAGE UNIT 122 & 124 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0524** |
| Thomas E Smith Trust<br>66 Ninth St Unit 2506<br>St Paul MN 55101-4700<br>***66 9TH ST E 2506**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2506 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0257** |
| Robert H Chandler<br>Saed Kakish<br>66 9th St E Unit 2505<br>St Paul MN 55101-2277<br>***66 9TH ST E 2507**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2507 & GARAGE UNIT 197 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0655** |
| Ann Mabel D Ubando<br>66 9th St E # 2508<br>St Paul MN 55101-4700<br>***66 9TH ST E 2508**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2508 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0259** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Hayden Lee Byers<br>66 9th St E Unit 2509<br>St Paul MN 55101-4700<br>***66 9TH ST E 2509**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2509 & GARAGE UNIT 90 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0602** |
| Nathan G Wandersee<br>66 9th St E Unit 2510<br>St Paul MN 55101-4700<br>***66 9TH ST E 2510**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R2510 & G156 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0550** |
| Tommi Godwin<br>66 9th St E Unit 2511<br>St Paul MN 55101-2277<br>***66 9TH ST E 2511**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2511 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0262** |
| Garett G Bluemn<br>66 9th St E Unit 2512<br>St Paul MN 55101-4700<br>***66 9TH ST E 2512**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2512 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0263** |
| Abraham Godwin<br>66 9th St E Unit 2513<br>St Paul MN 55101-2277<br>***66 9TH ST E 2513**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2513 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0264** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Elliott W Harris<br>66 9th St E Unit 2514<br>St Paul MN 55101-4700<br>***66 9TH ST E 2514**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2514 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0265** |
| John M Ganey<br>Peggy Ganey<br>66 9th St E # 2515<br>St Paul MN 55101-2277<br>***66 9TH ST E 2515**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2515 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0266** |
| Alice M Quirk<br>66 E 9th St # 2516<br>St Paul MN 55101-4700<br>***66 9TH ST E 2516**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2516 & GARAGE UNIT 22 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0567** |
| Mary C Erickson<br>66 9th St E Unit 2602<br>St Paul MN 55101-4700<br>***66 9TH ST E 2602**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2602 & GARAGE UNIT 64 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0678** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Neal D Gosman<br>Sandra Pappas<br>66 9th St E # 2605<br>St Paul MN 55101-4700<br>***66 9TH ST E 2605**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2601 & R2605 & GARAGE UNIT 194 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0533** |
| Richard S Zimmermann<br>Mark Warner<br>66 9th St E 2606<br>St Paul MN 55101-4700<br>***66 9TH ST E 2606**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2606 & GARAGE UNIT 174 & 175 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0650**<br>***ESCROW*** |
| Rebecca L Kuruvilla<br>Terry Kuruvilla<br>14 Cross Bay<br>***66 9TH ST E 2607**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2607 AND GARAGE UNIT 33 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1509** |
| Theresa G Gubash<br>51 Imperial Dr E<br>West Saint Paul MN 55118-2418<br>***66 9TH ST E 2608**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2608 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0273** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Joseph F Godette<br>66 9th St E Unit 2609<br>St Paul MN 55101-2282<br>***66 9TH ST E 2609**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2609 & GARAGE UNIT 136 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0600** |
| Mark Sacewicz<br>786 Marie Ave W<br>Mendota Hgts MN 55118-3708<br>***66 9TH ST E 2610**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2610 & GARAGE UNIT 190 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0535** |
| John D Hanson<br>66 9th St E # 2611<br>St Paul MN 55101-2282<br>***66 9TH ST E 2611**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2611 & GARAGE UNIT G202 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0673** |
| Jeanne E Woods<br>Steven Woods<br>605 N 9th St<br>Coos Bay OR 97420-4108<br>***66 9TH ST E 2612**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2612 & GARAGE UNIT 168 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0571** |
| Robert Mike<br>66 9th St E Unit 2613<br>St Paul MN 55101-2282<br>***66 9TH ST E 2613**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2613 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0278** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Stephanie Andresen<br>66 9th St E Unit 2614<br>St Paul MN 55101-2282<br>***66 9TH ST E 2614**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2614 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0279** |
| Robert B Geurs<br>66 9th St E Unit 2615<br>St Paul MN 55101-4700<br>***66 9TH ST E 2615**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2615 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0670** |
| Maria G Ramirez<br>66 9th St E Condo 2616<br>St Paul MN 55101-4700<br>***66 9TH ST E 2616**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2616 & GARAGE UNIT 76 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0586**<br>***ESCROW*** |
| Everett J Carlton<br>66 9th St E Unit 2701<br>St Paul MN 55101-4700<br>***66 9TH ST E 2701**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2701 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0282** |
| Alas Douglas<br>Kenneth Mowli<br>66 9th St E # 2702<br>St Paul MN 55101-2282<br>***66 9TH ST E 2702**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2702 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0283**<br>***ESCROW*** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Lisa Reid<br>Antonio Reid<br>66 9th St E<br>St Paul MN 55101-4700<br>***66 9TH ST E 2705**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2705 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0284** |
| Vp Properties Llc<br>47190 S Clubhouse Rd<br>Sioux Falls SD 57108-8165<br>***66 9TH ST E 2706**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2706 & GARAGE UNIT 137 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0594** |
| Olive Tree Properties Llc<br>2127 Spruce Pl<br>St Paul MN 55110-4731<br>***66 9TH ST E 2707**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2707 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0286** |
| Margaret J Hanson<br>Frank Wright<br>66 9th St E # 2708<br>St Paul MN 55101-4700<br>***66 9TH ST E 2708**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R 2708 & GARAGE UNIT 78 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0626** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Mark M Kraby<br>Constance Kraby<br>66 9th St E # 2709<br>St Paul MN 55101-4700<br>***66 9TH ST E 2709**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2709 & GARAGE UNIT 164 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0611** |
| Thomas Johnson<br>66 9th St E Unit 2710<br>St Paul MN 55101-4700<br>***66 9TH ST E 2710**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2710 & GARAGE UNIT 102 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0298** |
| Ryan L Anderson<br>Brandi Anderson<br>66 9th St E Unit 2711<br>St Paul MN 55101-4700<br>***66 9TH ST E 2711**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2711 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0289** |
| Mark Sacewicz<br>786 Marie Ave W<br>Mendota Hgts MN 55118-3708<br>***66 9TH ST E 2712**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNITS R2712 & G81 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0546** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Elaine Leister<br>66 9th St E # 2713<br>St Paul MN 55101-4700<br>***66 9TH ST E 2713**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2713 & GARAGE UNIT 77 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0603**<br>***ESCROW*** |
| Mark Sacewicz<br>786 Marie Ave W<br>Mendota Hgts MN 55118-3708<br>***66 9TH ST E 2714**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | Unit No R2714 And Garage Unit 163 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1546** |
| Karl J Karlson<br>66 9th St E Unit 2715<br>St Paul MN 55101-2282<br>***66 9TH ST E 2715**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2715 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0662** |
| Richard S Anderson<br>66 E 9th St # 2716<br>St Paul MN 55101-2282<br>***66 9TH ST E 2716**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO R2716 & GARAGE UNIT 58 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-0554** |
| G Robert Mclean<br>Barbara Mclean<br>66 9th St E<br>St Paul MN 55101-4700<br>***66 9TH ST E R1915**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | UNIT NO. R1915 & GARAGE UNIT 67 | Less Land Usage Discount (%)<br>Less Rate of Discharge Discount (%)<br>Less Flood Plain Discount (%)<br>*** Owner and Taxpayer *** | | | | **31-29-22-43-1585** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Patrick T Reid<br>950 W Peachtree St Nw Unit 714<br>Atlanta GA 30309-3857<br>***66 9TH ST E R2007**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CONDOMINIUM NUMBER 203 CITY WALK CONDOMINIUM UNIT NO.R2007 & GARAGE UNIT G201 | Grade and Pave - Residential Cond<br>Lighting - Residential Condo/Apt<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 0.71<br>0.71 | $353.31<br>$77.55<br>$430.86 | **31-29-22-43-1357** |
| Jackson I Llc<br>510 1st Ave N # 600<br>Minneapolis MN 55403-1641<br>***77 9TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL ALL THAT PART OF LOTS 2 AND 3 SELY OF A L RUN FROM A PT ON THE SWLY L OF MINNESOTA ST 125 33/1OO FT SELY FROM THE N COR OF SD LOT 2 TO A PT ON THE SWLY L | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 100.00<br>100.00 | $49,762.00<br>$10,923.00<br>$60,685.00 | **31-29-22-43-0041** |
| Donerly Inc<br>4810 Ithaca Ln N<br>Plymouth MN 55446-3438<br>***81 9TH ST E**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL LOT 7 BLK 11 | Grade & Pave - Commercial Vacar<br>Lighting - Commercial Vacant Lan<br>Special Benefit Cap<br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 214.00<br>214.00<br>(91,605.90) | $106,490.68<br>$23,375.22<br>($91,605.90)<br>$38,260.00 | **31-29-22-43-0032** |
| Town Loft Llc<br>1251 Avenue Of The Americas Fl 35<br>New York NY 10020-1104<br>***420 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 PART OF TRACT GGG WHICH LIES DIRECTLY ABOVE TRACT ZZ TOGETHER WITH ALL OF TRACTS HHH & III | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br>Special Benefit Cap<br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 21.27<br>21.27<br>(4,627.70) | $10,584.38<br>$2,323.32<br>($4,627.70)<br>$8,280.00 | **06-28-22-12-0121** |
| Cig-Ubs Llc<br>444 Cedar St Ste 1175<br>St Paul MN 55101-2126<br>***444 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 THOSE PARTS OF TRACT KKK LYING BET PLANE SURFACE ELEVATIONS OF 138.42 FT & 161.90 FT & LYING BET PLANE SURFACE ELEVATIONS OF 267.64 FT & 291.08 FT CITY OF ST | Grade & Pave - Office<br>Lighting - Office<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 6.66<br>6.66 | $3,314.15<br>$727.47<br>$4,041.62 | **06-28-22-12-0116** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Cig-Ubs Llc<br>444 Cedar St Ste 1175<br>St Paul MN 55101-2126<br>***444 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 THOSE PARTS OF TRACTS KKK LYING BET PLANE SURFACE ELEVATIONS OF 114.97 FT & 126.72 FT & LYING BET PLANE SURFACE ELEVATIONS OF 185.40 FT & 220.67 FT CITY OF ST | Grade & Pave - Office<br>Lighting - Office<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 6.66<br>6.66 | $3,314.15<br>$727.47<br>$4,041.62 | **06-28-22-12-0117** |
| Cig-Ubs Llc<br>444 Cedar St Ste 1175<br>St Paul MN 55101-2126<br>***444 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 THAT PART OF TRACT KKK LYING BET PLANE ELEVATION OF 302.92 FT & 350.66 FT CITY OF ST PAUL DATUM & THAT PART OF TRACT KKK LYING BET PLANE SURFACE ELEVATIONS | Grade & Pave - Office<br>Lighting - Office<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 6.66<br>6.66 | $3,314.15<br>$727.47<br>$4,041.62 | **06-28-22-12-0118** |
| Cig-Ubs Llc<br>444 Cedar St Ste 1175<br>St Paul MN 55101-2126<br>***444 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 TRACTS B,E,I & J IN RLS 554 & IN SD RLS 518 TRACTS F & MM & THOSE PARTS OF TRACTKKK LYING BET PLANE SURFACE ELEVATIONS OF 173.64 FT AND 185.40 FT & LYING BET | Grade & Pave - Office<br>Lighting - Office<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 10.74<br>10.74 | $5,344.44<br>$1,173.13<br>$6,517.57 | **06-28-22-12-0130** |
| State Of Minnesota<br>50 Sherburne Ave Ste G10<br>St Paul MN 55155-1402<br>***540 CEDAR ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | ROBERTS & RANDALL'S ADDITION TO ST. PAUL SUBJ TO RDS LOTS 1 THRU LOT 12 BLK 5 | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 302.00<br>302.00 | $150,281.24<br>$32,987.46<br>$183,268.70 | **31-29-22-34-0003** |
| Minnesota Life Insurance Company<br>400 Robert St N<br>St Paul MN 55101-2037<br>***390 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CITY OF ST. PAUL SUBJ TO ALLEY; THE S 5 FT OF LOTS 4 5 & LOT 8 BLK 4 | Grade & Pave - Commercial Vacan<br>Lighting - Commercial Vacant Lan<br>Special Benefit Cap<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 5.70<br>5.70<br>(3,054.04) | $2,836.43<br>$622.61<br>($3,054.04)<br>$405.00 | **06-28-22-12-0016** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Town Square Garage Propco Llc<br>5215 Old Orchard Rd Ste 880<br>Skokie IL 60077-1094<br>***405 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CITY OF ST. PAUL SUBJ TO STS & ESMTS; VAC ST ACCRUING & FOL. PART OF RLS 320 & PART OF BLK 5 CITY OF ST PAUL ADD LYING NLY OF A LINE BEG ON SWLY LINE OF BLK 5 172 FT NLY OF SW COR TH NELY TO | Grade & Pave - Parking Ramp (DT<br>Lighting - Parking Ramp (DT)<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 42.33<br>42.33 | $21,064.25<br>$4,623.71<br>$25,687.96 | **06-28-22-12-0104** |
| 411 Minnesota Street Llc<br>700 Grand Ave<br>Onamia MN 56359-4500<br>***411 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CITY OF ST. PAUL SUBJ TO STS & ESMTS, THAT PART ABOVE A PLANE SURFACE AT ELEV OF 71 FT CITY DATUM OF THE FOL; EX SWLY 120.5 FT MOL, THAT PART SLY OF A LINE BEG ON SWLY LINE OF BLK 5 & 172 | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 167.00<br>167.00 | $83,102.54<br>$18,241.41<br>$101,343.95 | **06-28-22-12-0020** |
| Town Square Realty Llc<br>1251 6th Ave Fl 35<br>New York NY 10020-1104<br>***425 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 TRACTS F & H IN RLS 554,TRACT A RLS NO.517 & IN SD RLS NO.518 TRACTS A,B,G,I,K,L,M,Q,S,T,U,V, W.Y,DD, II,JJ,LL,WW,XX,YY,AAA,CCC,-- DDD,EEE,JJJ, TRACT BBB EX THOSE | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br>Special Benefit Cap<br>*** Owner and Taxpayer *** | 497.62<br>109.23<br>1.00 | 208.86<br>208.86<br>(66,869.19) | $103,932.91<br>$22,813.78<br>($66,869.19)<br>$59,877.50 | **06-28-22-12-0131** |
| Hfs 428 Llc<br>7777 Golden Triangle Dr Unit 150<br>Eden Prairie MN 55344-3736<br>***428 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | PT OF BLK 19 LYING SELY SLY AND SWLY OF A L DESC AS COMM AT MOST SLY COR OF SD BLK 19 TH NELY ALONG SELY L OF SD BLK 19 105.28 FT TO POB TH NWLY DEFL TO LEFT 91 DEG 8 MIN 38 SEC 121.32 FT | Grade & Pave - Office<br>Lighting - Office<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 130.00<br>130.00 | $64,690.60<br>$14,199.90<br>$78,890.50 | **31-29-22-43-1573** |
| Town Square Realty Llc<br>1251 6th Ave Fl 35<br>New York NY 10020-1104<br>***445 MINNESOTA ST**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 TRACTS J,EE,GG,OO & LLL | Grade & Pave - Office<br>Lighting - Office<br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 9.88<br>9.88 | $4,916.49<br>$1,079.19<br>$5,995.68 | **06-28-22-12-0112** |

| Owner or Taxpayer | Property Description | Item Description | Unit Rate | Quantity | Charge Amts | Property ID |
|---|---|---|---|---|---|---|
| Town Square Realty Llc<br>1251 6th Ave Fl 35<br>New York NY 10020-1104<br>***445 MINNESOTA ST 512**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | REGISTERED LAND SURVEY 518 TRACTS A,C,D & G IN RLS 554 & IN SD RLS 518 TRACTS C,E,H,N,O,X,BB,CC,FF,HH, KK,PP,QQ,RR,SS,TT,& VV | Grade & Pave - Commercial/Retail<br>Lighting - Commercial/Retail<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 63.82<br>63.82 | $31,758.11<br>$6,971.06<br>$38,729.17 | **06-28-22-12-0129** |
| Minnesota Life Insurance Company<br>400 Robert St N<br>St Paul MN 55101-2037<br>***401 ROBERT ST N**<br>*Ward: 2<br>*Pending as of: 6/12/2024 | CITY OF ST. PAUL SUBJ TO ESMTS; LOTS 1 THRU 16 BLK 4 | Grade & Pave - Office<br>Lighting - Office<br><br>*** Owner and Taxpayer *** | 497.62<br>109.23 | 300.00<br>300.00 | $149,286.00<br>$32,769.00<br>$182,055.00 | **06-28-22-12-0132** |

| | |
|---|---|
| Total Grade and Pave - Residential Condo/A | $373,380.26 |
| Total Lighting - Residential Condo/Apt: | $81,957.14 |
| Total Grade & Pave - Commercial/Retail: | $463,314.08 |
| Total Lighting - Commercial/Retail: | $101,699.69 |
| Total Grade & Pave - Parking Ramp (DT): | $31,489.39 |
| Total Lighting - Parking Ramp (DT): | $6,912.08 |
| Total Grade & Pave - Office: | $380,480.26 |
| Total Lighting - Office: | $83,517.25 |
| Total Grade & Pave - Commercial Vacant Lan | $190,936.79 |
| Total Lighting - Commercial Vacant Land: | $41,911.55 |
| Total Special Benefit Cap: | ($296,571.73) |
| **Project Total:** | **$1,459,026.76** |
| **Less Total Discounts:** | **$0.00** |
| **Project Total:** | **$1,459,026.76** |

| | | | |
|---|---|---|---|
| Residential Frontage: | 109.23 | 665.44 | $201,911.00 |
| Commercial Frontage: | 109.23 | 4,281.28 | $1,299,047.39 |

**536 Parcel(s)**
**0 Cert. Exempt Parcel(s)**

**From:** SCHUTE DANIEL R
**To:** CouncilHearing_English (CI-StPaul)
**Subject:** Voice Mail (1 minute and 9 seconds)
**Date:** Thursday, August 21, 2025 8:45:33 AM
**Attachments:** audio.mp3

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Hi my name is Daniel Schute SCHUTE and my address is 78 10th St E i'm just calling to let, i'm just calling because i got this public hearing notice approval of the assessment for Minnesota St street improvement i'm gonna be charged $1438 and i can't pay that i have medical expenses and also i only make $39,000 a year again my address is 78 10th St E my name is Daniel Schute SCHUTE it's a very sad time day for me so, to get this, i just can't pay it my number is 651-224-6029 thank you

You received a voice mail from SCHUTE DANIEL R.

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

Set Up Voice Mail

**From:** Leah Jones
**To:** *CI-StPaul_Contact-Council
**Subject:** Objection to Assessment #245203
**Date:** Friday, August 22, 2025 12:24:10 PM

You don't often get email from leahjones94@gmail.com. Learn why this is important

Dear Assessment Office:

I am writing to formally object to the special assessment proposed for grading, paving, and lighting improvements associated with the project affecting 78th 10th Street in the City of Saint Paul. This assessment appears on the notice I received, dated 8/14/25, regarding improvements on or near my property located at 78 10th Street E #610.

I object to this assessment for the following reasons as alternative funding options should be considered. Street improvements of this nature benefit the public broadly, and it may be more appropriate to fund them through general taxation or municipal/state resources rather than placing the full burden on adjacent property owners. Prior to owning this property in St Paul, we owned a property in South Minneapolis for 11 years. In all our time at that property, we never received the amount of tax assessments, in fact we never received any assessments for public projects, as I have from the city of St Paul. Our tax basis is the same in St Paul as it was on a single family home in South Minneapolis. I would like a detailed report of how our tax dollars are applied in the city of St Paul as they do not seem to be applied to public projects of this nature.

Given these concerns, I respectfully request that the City Council reconsider the amount and applicability of the assessment against my property. I would like to reserve my right to appeal further should this objection not result in a favorable adjustment.

Please confirm receipt of this letter.

--
Leah Jones
Cell - (612) 749-5290
leahjones94@gmail.com

| | |
|---|---|
| **From:** | AMY BRETTO |
| **To:** | CouncilHearing_English (CI-StPaul) |
| **Subject:** | Voice Mail (1 minute and 2 seconds) |
| **Date:** | Sunday, August 31, 2025 11:07:35 AM |
| **Attachments:** | audio.mp3 |

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My name is Amy Jo Bretto address is 78 10th St E unit 1410 St Paul MN 55101 property ID #3129224308231 am calling to object to the assessment hearing that will be going on on wednesday september 10th again i'm calling to object to the approval of the assessment for the Minnesota St from 6th to 11th my phone number is 612-382-6608 thank you

You received a voice mail from AMY BRETTO.

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

Set Up Voice Mail

| | |
|---|---|
| **From:** | Tyler Duncan |
| **To:** | *CI-StPaul_Contact-Council |
| **Cc:** | Brenda Manson |
| **Subject:** | 444 Cedar Street Assessment |
| **Date:** | Thursday, September 4, 2025 11:00:42 AM |
| **Attachments:** | 2015 ROW Assessment Above Std Lighting Public Hearing Notice (002).pdf<br>2024-StPaulAssessments.pdf |

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> You don't often get email from tduncan@crescentig.com. Learn why this is important

To whom it may concern,

Hello, we own UBS plaza and I am writing to try and lower our assessment amount we received in the mail. I am attaching the assessment from 2015 and if you look at the detail/costs associated with this work there is an annual inflation rate over 50%. We would like to see this assessment amount lowered to a figure more inline with market / inflation conditions & construction costs. I am available to discss all of this at your convenience.

Sincerely,

Tyler Duncan
Crescent Investment Group
8400 Normandale Lake Blvd. Ste 920
Bloomington, MN 55437
Cell: 612-877-1627

**From:** WIRELESS CALLER
**To:** CouncilHearing_English (CI-StPaul)
**Subject:** Voice Mail (1 minute and 53 seconds)
**Date:** Monday, September 1, 2025 6:24:00 PM
**Attachments:** audio.mp3

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my name is Kari KARI last name is spelled AAENG i'm at 66 9th st E unit 1905 uh 55101 umm i'm calling in regards to assessment number 245203 and i honestly thank you people have lost your like for real being a resident of saint paul we're already paying extremely high taxes property taxes and now you want to assess me an additional what was it 1000 $1011.21 one $1000 a $1000 assessment because i live at 6th st absolutely not i pay high property taxes my condo is only 680 square feet in a building that has 200 plus units why i mean you are making bank off of us i say no to the assessment number 245203 the beautification project BS my streets have been torn up for months now and i know it's the biggest pretty whatever i don't care that money that is a lot of money to ask for somebody to pay especially during the current time i really think you guys have lost your mind i say absolutely not i do not want to pay this fee it's a come out of property taxes the taxes that are already really high you have enough of my money again my number is 970-274-0581 my email is xyinaspen@yahoocom quit robbing us blind

You received a voice mail from WIRELESS CALLER

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

Set Up Voice Mail

**From:** Kari Aaeng
**To:** *CI-StPaul_Contact-Council
**Subject:** Assessment #245203
**Date:** Monday, September 8, 2025 4:19:16 PM

You don't often get email from kariinaspen@yahoo.com. Learn why this is important

Dear Saint Paul City Council,

I am writing to express my profound concern regarding the proposed $1,011.21 special assessment for street improvements affecting City Walk Condos (property ID# 31-28-22-43-1346). This assessment represents a significant financial hardship for many residents, and I believe the current proposal is fundamentally unfair and unsustainable.

The proposed assessment, coupled with recent increases in city, county, and property taxes, places an undue burden on homeowners already struggling with the rising cost of living. Many City Walk residents are on fixed incomes and face difficult choices between essential needs like food and medicine. An additional assessment of this magnitude could have devastating consequences for their well-being.

The rationale for this assessment, specifically for street improvements on a four-block stretch, requires further scrutiny. A considerable portion of this area serves not only City Walk residents but also a large volume of Minnesota state residents, tourists, and visitors to the downtown area. It is inequitable to place the entire financial burden solely on a small number of homeowners while the wider community benefits from improved infrastructure. The State of Minnesota and the City of Saint Paul should share a significant portion of the costs, reflecting the broader usage of these streets.

Furthermore, the primary access point for City Walk Condos is 7th Street, not Minnesota Street, which I rarely use personally. My typical routes utilize Robert Street or Wabasha Street to access the highway system. This further underscores the disproportionate impact this assessment will have on our community.

As a member of the City Walk Condominium Association Board, I can confirm that sadly we are being forced to increase in HOA fees. This assessment will further exacerbate the financial hardship for our residents. We urge the City Council to reconsider this assessment and explore alternative funding mechanisms that distribute the cost more equitably amongst those who truly benefit from the improvements. We believe a fairer solution exists that avoids imposing such a severe financial strain on a vulnerable population.

Sincerely,

Kari Aaeng

Sent from Yahoo Mail for iPhone

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-196

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-196 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 6512666646 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | Nova Classical Academy Master Plan Amendment | | | **Final Action:** | |
| **Title:** | Approving major modifications to the Victoria Park Master Plan. | | | | |
| **Notes:** | | | | | |
| | | | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Jost | | | **Enactment Date:** | |
| **Attachments:** | Nova Classical Academy Master Plan Amendment Resolution, Planning Commission Action Minutes August 22, 2025, Nova Classical Academy MP Amendment and Variances Staff Packet, Zoning Committee Summary July 31, 2025, 1455 Victoria Way Public Comment D9 | | | **Financials Included?:** | |
| **Contact Name:** | Stefan Hankerson | | | **Hearing Date:** | |
| **Entered by:** | stefan.hankerson@ci.stpaul.mn.us | | | **Ord Effective Date:** | |

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File RES PH 25-196**

Approving major modifications to the Victoria Park Master Plan.

WHEREAS, Nova Classical Academy, File # 25-054-206,
has applied for a major modification of the Victoria Park Master Plan under the provisions of §66.345(c)(2) of the Saint Paul Legislative Code, on property located at the North side of Mercer Avenue between Kay Avenue and Madson Street; and

WHEREAS, the Saint Paul Planning Commission, based on the evidence presented to its Zoning Committee at the public hearing as substantially reflected in the minutes, made the following findings of fact:

1. Amending the Victoria Park Master Plan. Zoning code § 66.344(c) states that major modification to an approved master plan may be initiated by City Council, Planning Commission, or any person having an ownership or leasehold interest in property that is the subject of the proposed modification. Major modifications are defined as changes of 10% or more in land area designated in a specific category; creation of a new public street or removal of a public street segment; removal of

a park or open space area; or addition of an entire block. Major modifications may be approved by City Council resolution following Planning Commission review, public hearing and recommendation. Changing the subject site's future land use in the Victoria Park Master Plan constitutes a major modification.

2. The applicant (The Friends of Nova Classical Academy) owns the property and has applied to modify the Victoria Park Master Plan to change the subject site's future land use from mixed residential to institutional in order to facilitate an expansion of the Nova Classical Academy school.

3. The proposed master plan modifications are consistent with the Comprehensive Plan. The Land Use chapter contains the following relevant strategies (The project area is located near the Victoria Park Neighborhood Node centered on the Otto/7th Street West intersection less than 400' to the northwest):

a. LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.

b. LU-54. Ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.

4. The proposed modifications are consistent with the core design and planning principles of the Victoria Park Master Plan, including supporting mixed-use development and maintaining open space and access to the Mississippi River.

5. The proposed modifications are consistent with development in the rest of the Victoria Park Urban Village and other adjacent parcels. The school building is an appropriate addition to the land use mix in the Victoria Park Urban Village. The storm shelter will enhance community safety, and the bus parking lot will improve traffic congestion along Mercer Way.

6. The proposed modifications are consistent with the intent of the T3 Traditional Neighborhood district, including a mix of residential, commercial, civic and open space uses in close proximity to one another; a system of interconnected streets and paths; and a system of open space resources and amenities.

WHEREAS, the Zoning Committee of the Planning Commission held a public hearing on July 31, 2025 at which all persons present were given an opportunity to be heard pursuant to said application in accordance with the requirements of Sec.61.303 of the Saint Paul Legislative Code; and

WHEREAS, on August 22, 2025 the Planning Commission recommended approval of said application.

NOW, THEREFORE, BE IT RESOLVED, that the Saint Paul City Council hereby approves the application of Nova Classical Academy for the following major modifications of the Victoria Park Master Plan for property adjacent to 1455 Victoria Way:

1. a change in future land use from mixed-residential to institutional.

City of Saint Paul
Planning Commission Resolution
File Number 25-35___
Date August 22, 2025

WHEREAS, Nova Classical Academy, File # 25-054-206, has applied for an amendment to the Victoria Park Master Plan under the provisions of § 66.344(c) of the Saint Paul Legislative Code on property located at the North side of Mercer Avenue between Kay Avenue and Madson Street (triangular lot north of 1455 Victoria Way), Parcel Identification Number (PIN) 14.28.23.21.0064, legally described as Lots 1 and 2, Block 2, Victoria Park and

WHEREAS, the Zoning Committee of the Planning Commission, on July 31, 2025, held a public hearing at which all persons present were given an opportunity to be heard pursuant to said application in accordance with the requirements of § 61.303 of the Saint Paul Legislative Code; and

WHEREAS, the Saint Paul Planning Commission, based on the evidence presented to its Zoning Committee at the public hearing as substantially reflected in the minutes, made the following findings of fact:

The applicant requests to amend the Victoria Park Master Plan to change the parcel designation from mixed-residential to institutional.

1. **Amending the Victoria Park Master Plan.** Zoning code § 66.344(c) states that major modification to an approved master plan may be initiated by City Council, Planning Commission, or any person having an ownership or leasehold interest in property that is the subject of the proposed modification. Major modifications are defined as changes of 10% or more in land area designated in a specific category; creation of a new public street or removal of a public street segment; removal of a park or open space area; or addition of an entire block. Major modifications may be approved by City Council resolution following Planning Commission review, public hearing and recommendation. Changing the subject site's future land use in the Victoria Park Master Plan constitutes a major modification.
2. The applicant (The Friends of Nova Classical Academy) owns the property and has applied to modify the Victoria Park Master Plan to change the subject site's future land use from mixed residential to institutional in order to facilitate an expansion of the Nova Classical Academy school.
3. The proposed master plan modifications are consistent with the Comprehensive Plan. The Land Use chapter contains the following relevant strategies (The project area is located near the Victoria Park Neighborhood Node centered on the Otto/7th Street West intersection less than 400' to the northwest):
    a. LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.
    b. LU-54. Ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.

moved by ___Syed_____
seconded by _____
in favor _7-0-2 (Reilly and Houmas abstained)
against _____

4. The proposed modifications are consistent with the core design and planning principles of the Victoria Park Master Plan, including supporting mixed-use development and maintaining open space and access to the Mississippi River.
5. The proposed modifications are consistent with development in the rest of the Victoria Park Urban Village and other adjacent parcels. The school building is an appropriate addition to the land use mix in the Victoria Park Urban Village. The storm shelter will enhance community safety, and the bus parking lot will improve traffic congestion along Mercer Way.
6. The proposed modifications are consistent with the intent of the T3 Traditional Neighborhood district, including a mix of residential, commercial, civic and open space uses in close proximity to one another; a system of interconnected streets and paths; and a system of open space resources and amenities.

**NOW, THEREFORE, BE IT RESOLVED,** by the Saint Paul Planning Commission, under the authority of the City's Legislative Code, hereby recommends approval to the City Council of the application of Nova Classical Academy for an amendment of the Victoria Park Master Plan at property located at the North side of Mercer Avenue between Kay Avenue and Madson Street (triangular lot north of 1455 Victoria Way) to change the land use designation from mixed-residential to institutional.

**Saint Paul Planning Commission**
City Hall Conference Center Room 40
15 Kellogg Boulevard West
**Action Minutes**
August 22, 2025
8:30 - 11:00 a.m.

## I. Approval of Minutes from July 25, 2025

Minutes for the July 25, 2025, Planning Commission were approved.

## II. Chair's Announcements

Chair Grill thanked the commissioners for their patience as she was recently out sick and is trying to get caught up with people. The chair will be absent for the last two weeks of September as she will be away for her wedding.

## III. Planning Director's Announcements

Director Robinson gave an update regarding the recovery from the cyber attack against the City of Saint Paul.

## IV. Zoning Committee

**25-053-864 Cups and Cheers CUP** - Conditional use permit for a bar with more than 5,000 sq. ft. in floor area. 1624-1626 White Bear Ave N, NE corner of White Bear Avenue and Idaho Avenue E. B2, District Council 2, Ward 6 *(Christina Hong 651-266-6572)*

Approval of the committee recommendation to approve conditional use permit for Cups and Cheers was unanimous on a voice vote.

**25-054-206 Nova Classical Academy** Addition Amendment to Victoria Park Master Plan with variances 1) in floor area ratio, 2) reducing the Minimum opening percentage for doors and windows, 3) dimensional and Yard standards for a. front yard setback, b. parking lot frontage, c. bus parking area, and d. parking area interior landscaping. North side of Mercer Avenue between Kay Avenue and Madison Street (triangular lot north of 1455 Victoria Way) T3M, District Council 9, Ward 3 (*Stefan Hankerson 651-266-6646)*

Approval of the committee recommendation to approve the master plan amendment and variances passed on a voice vote with two abstentions (Reilly and Houmas).

## V. Comprehensive & Neighborhood Planning Committee

Commissioner Martinson gave the report for the committee.

**Hamline Midway Neighborhood Plan** – provide recommendation to City Council. *(Valerie Quarles, 651-266-6637).*

The commissioners voted to approve the Hamline-Midway 2030 Neighborhood Plan. The motion passed unanimously on a voice vote.

**VI-. Transportation Committee**

Commissioner Risberg gave the committee report. The committee received a presentation from MNDOT regarding the Robert Street reconstruction project.

**VII. Task Force/Liaison Reports**

None.

**VIII. Old Business**

None.

**IX. New Business**

None.

**X Adjournment**

**9:05 a.m.**

# Staff Report

Saint Paul Planning Commission
Zoning Committee

**Zoning Application: Nova Classical Academy Master Plan Amendment and Variances (25-054-206)**

| | |
|---|---|
| **Location** | North side of Mercer Avenue between Kay Avenue and Madson Street (triangular lot north of 1455 Victoria Way) |
| **Application Type** | Master plan amendment and six variance requests |
| **Applicant** | Nova Classical Academy |
| **Request** | Amendment to Victoria Park Master Plan (§ 66.344c) with variances (§ 61.601) 1) in floor area ratio, 2) reducing the minimum opening percentage for doors and windows, 3) dimensional and yard standards for a. front yard setback, b. parking lot frontage, c. bus parking area, and d. parking area interior landscaping. |
| **Staff Recommendation Summary** | Approval |
| **District Council Recommendation** | West 7th/Fort Road Federation (District 9) has not submitted a recommendation at the time of this writing. |
| **Public Hearing Date** | 07/31/2025 |
| **Deadline for Action** | 09/09/2025 |
| **Staff** | Stefan Hankerson, 651-266-6646, stefan.hankerson@ci.stpaul.mn.us |

**Parcel Information**

| | |
|---|---|
| **PIN** | 142823210064 |
| **Legal Description** | Lots 1 and 2, Block 2 Victoria Park |
| **Parcel Size** | 1.14 acres |
| **Existing Land Use** | Vacant lot |
| **Zoning** | T3M Traditional Neighborhood with Master Plan |
| **Surrounding Land Use** | North: Adult care home (T3M)<br>East: 92-unit multifamily dwelling (T3M)<br>South: Charter School (T3M)<br>West: Adult care home and grocery store (T3M) |
| **2040 Future Land Use Designation** | Mixed-Use |

| | |
|---|---|
| **History (continues on next page)** | The Victoria Park Master Plan was first adopted by the Saint Paul City Council in April 2005, which included nearly 840 units of housing of various types, commercial uses along W 7th Street, and a central park adjacent to the school site. Also in 2005, approximately half of the Victoria Park Urban Village was rezoned to T3M, while the remaining half's rezoning was delayed due to a lawsuit by Exxon Mobil (ZF # 05-093694).<br><br>In 2007, a minor modification of the Victoria Park Master Plan was approved by the Planning Administrator, which added 30 senior units along Otto Ave as part of the Shalom Home campus, subtracted 13 townhomes from the same location, and increased the location's maximum height from 40' to 44'.<br><br>In 2009, the Exxon Mobil lawsuit was settled, and two years later the remainder of the Victoria Park Urban Village was rezoned T3M and I1 (ZF# 11-238977).<br>In 2011, a major modification of the Victoria Park Master Plan was approved by Planning Commission and City Council (ZF # 11-239001), which:<br>• Increased the overall amount of open space and shifted more if it to the site's southern and eastern portions so as to comply with the Exxon Mobil settlement;<br>• Removed several streets that had been planned but not built in the Exxon Mobil portion of the site;<br>• Changed land use for the current school site from open space, townhomes, and single-family attached to institutional;<br>• Removed one block of Mercer Way and provided an angular, direct connection between Thurston Street and Victoria Way to accommodate the school site;<br>• Provided a maximum heigh for the school site of 52'<br>• Changed land use from single-family attached to townhomes for the subject site;<br>• Overall, decreased the amount of residential by approximately 382 units.<br><br>In 2012, a minor modification of the Victoria Park Master Plan was approved by the Planning Administrator (ZF #12-053065), which:<br>• Changed land-use from single-family detached to townhomes for a portion of the block bounded by Otto, Mercer, Kay, and Victoria, thereby making the entire block designated as townhomes;<br>• Removed an alley between Victoria Street and the railroad tracks; and<br>• Added surface parking near the railroad tracks southeast of the Otto/Victoria intersection.<br><br>In 2012 two apartment building with approximately 213 units were approved (ZF # 12-069736) on land identified by the amended Victoria Park Master Plan for townhomes (approximately 48 units). |

| | |
|---|---|
| | In 2016, a minor modification was approved (ZF #16-015-194) to change the building type at 730 Kay Ave from townhome to rental apartments and increase the maximum building height from 40’ to 49’-6”. |

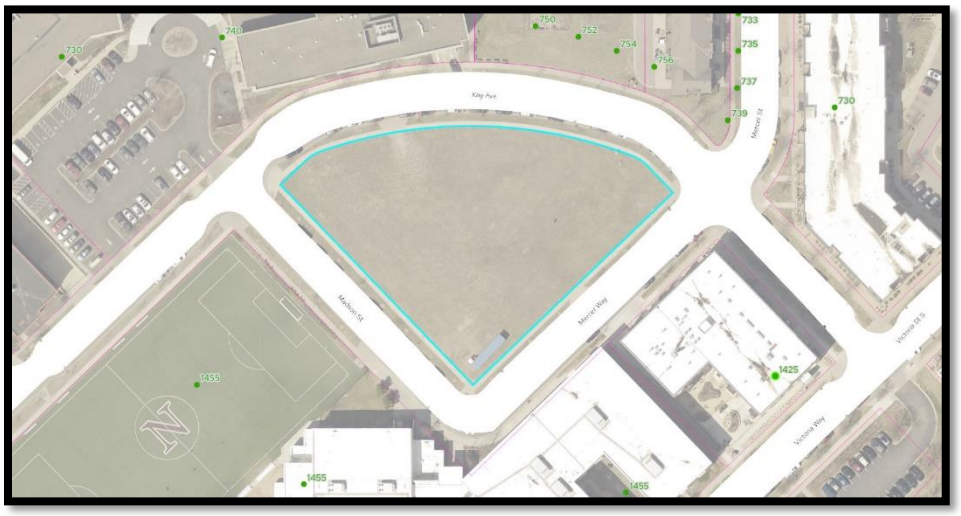


*Figure 1. Aerial Map of Subject Parcel*

## Applicant Request

The applicant requests to amend the Victoria Park Master Plan to change the parcel designation from mixed-residential to institutional, and requests variances to:

1. Reduce the FAR from 0.5 to 0.39,
2. Reduce the minimum opening percentage for doors and windows,
3. Increase the front yard setback from a maximum of 10 feet to a maximum 139 feet,
4. Increase parking lot frontage width from 60 feet to 97 feet along Mercer Way and to 180 feet along Kay Avenue,
5. Locate parking in front yard,
6. Omit parking area interior landscaping.

## Zoning Analysis

1. **Amending the Victoria Park Master Plan.** Zoning code § 66.344(c) states that major modification to an approved master plan may be initiated by City Council, Planning Commission, or any person having an ownership or leasehold interest in property that is the subject of the proposed modification. Major modifications are defined as changes of 10% or more in land area designated in a specific category; creation of a new public street or removal of a public street segment; removal of a park or open space area; or addition of an entire block. Major modifications may be approved by City Council resolution following

Planning Commission review, public hearing and recommendation. Changing the subject site's future land use in the Victoria Park Master Plan constitutes a major modification.

2. The applicant (The Friends of Nova Classical Academy) owns the property and has applied to modify the Victoria Park Master Plan to change the subject site's future land use from mixed residential to institutional in order to facilitate an expansion of the Nova Classical Academy school.

3. The proposed master plan modifications are consistent with the Comprehensive Plan. The Land Use chapter contains the following relevant strategies (The project area is located near the Victoria Park Neighborhood Node centered on the Otto/7th Street West intersection less than 400' to the northwest):

    a. LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.

    b. LU-54. Ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.

4. The proposed modifications are consistent with the core design and planning principles of the Victoria Park Master Plan, including supporting mixed-use development and maintaining open space and access to the Mississippi River.

5. The proposed modifications are consistent with development in the rest of the Victoria Park Urban Village and other adjacent parcels. The school building is an appropriate addition to the land use mix in the Victoria Park Urban Village. The storm shelter will enhance community safety, and the bus parking lot will improve traffic congestion along Mercer Way.

6. The proposed modifications are consistent with the intent of the T3 Traditional Neighborhood district, including a mix of residential, commercial, civic and open space uses in close proximity to one another; a system of interconnected streets and paths; and a system of open space resources and amenities.

7. **Variance to reduce FAR.** Zoning code § 66.331 requires nonresidential buildings to have a Floor Area Ratio (FAR) between 0.5 and 3.0. A variance is requested to allow a smaller FAR of 0.39. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

a. *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The minimum FAR is a dimensional standard intended to provide for the efficient use of land in an urban environment, and to limit undeveloped open space that is not cohesive with surrounding development. The proposed project utilizes the irregularly shaped lot in such a way that efficiently uses land in a manner cohesive with the surrounding development. The new storm shelter building will be a part of the Nova Classical Academy campus, using similar building materials and facade as the existing school buildings, integrating into the existing development. Additionally, there will be a landscaped bus parking lot, stormwater pond, bike racks, and a pedestrian walkway. These elements of the proposed design contribute to the efficient use of an irregular parcel that is in harmony with the surrounding area and development.

b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site's future land use is designated mixed-use by the Comprehensive Plan and is near the center of the Victoria Park Neighborhood Node. The Comprehensive Plan promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities. Policy LU-33 promotes amenities that support those who live and work in the Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities. Policy LU-54 aims to ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.

c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** The proposed project is to be developed on a unique lot with an irregular triangular geometry bounded by three public streets – Kay Avenue, Madson Street, and Mercer Way. The subject parcel includes capped contamination in accordance with Minnesota Pollution Control Agency guidelines that limit the depth of excavation and new development. Additionally, the City of Saint Paul has a water and utility easement five feet wide within the property line on the entire perimeter totaling 4,500 square feet that cannot be built on. Adding an additional floor to the building is impractical due to storm shelter design requirements. The portion of the building that is not the storm shelter (the host

building) is required to be shorter than the storm shelter itself. In the event of a storm where the host building is knocked down, the storm shelter is required to be able to withstand the impact. These practical difficulties prevent the applicant from increasing the building's footprint or adding stories to meet the FAR minimum of 0.5.

d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The applicant is developing on an irregularly shaped parcel that was created by street grid design outside of the applicant's control. The environmental remediation on the site was a requirement of development pre-dating the applicant's acquisition of the site. The water and utility easement are necessary to provide service to the parcel and surrounding development and not due to circumstances created by the landowner.

e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

8. **Variance to reduce minimum opening percentage for doors and windows.** Zoning code § 63.110(c) states that for new principal buildings, above grade windows and door openings must comprise of at least fifteen (15) percent of the total area of exterior walls facing a public street or sidewalk. A variance is requested to reduce the minimum opening percentage to 13.2%. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

    a. *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The minimum opening percentage is intended to guide development of buildings that use human-centered design to create attractive streetscapes, as well as to provide natural light, egress, and ventilation. The project design uses other architectural techniques to create visual interest and pedestrian scale, such as varied textures, multiple roof lines, and the use of high-quality materials that are cohesive with the rest of the school buildings. The project plans to use tubular daylighting devices extending from the roof to provide daylight.

    b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site's future land use is designated mixed-use by the Comprehensive Plan and it is near the center of the Victoria Park Neighborhood Node. The Comprehensive Plan

promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities.

c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** Minnesota Building Code requires new educational buildings serving more than 50 occupants to include ICC-500 compliant storm shelters. There are strict requirements in resistance to high wind pressures and debris impacts for these storm shelters. Openings such as windows and glazed doors are prohibited or severely limited on the walls of the shelter, making it difficult to meet the requirement of § 63.110(c). Additionally, the unique lot configuration with public streets on all sides creates a scenario in which the 15% opening percentage requirement applies to all sides of the building.

d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The Minnesota Building Code requirement for ICC-500 compliance is driven by national safety standards and enforcement of state code. The parcel shape creating public street frontage on all sides is due to street design prior to the acquisition of the parcel by the applicant. These factors are outside the control of the landowner.

e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

9. **Variance to increase front yard setback.** Zoning code § 66.331 requires a maximum front yard setback of 10 feet for nonresidential buildings in the T3M zoning district. A variance is requested to increase the front yard setback to 139 feet on Kay Avenue. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

    a. *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The front yard setback maximum is intended to encourage site planning that efficiently utilizes urban land and incorporates human-centered

design. Increasing the front yard setback on Kay Avenue allows the incorporation of the bus parking and loading area, which is intended to relieve traffic in the area and increase pedestrian safety. The proposed detention pond is intended to assist with stormwater management, and the landscaping will provide a more pleasant environment for the surrounding area then the previously undeveloped lot.

b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site's future land use is designated mixed-use by the Comprehensive Plan and it is near the center of the Victoria Park Neighborhood Node. The Comprehensive Plan promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities.

c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** Strict application of § 66.331 would prevent the site from meeting stormwater requirements, which are met through the implementation of the shallow detention pond, among other surface stormwater features. Strict application would also prevent the development of the bus parking and loading area, which aims to improve neighborhood conditions by easing traffic flow during student arrival and dismissal times, contributing to public safety in the area.

d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The unique shape of the parcel creates a scenario where there is no rear or side yard and only front yards. The parcel was created prior to the applicant's acquisition of the site. Additionally, the previous environmental remediation limits excavation depth and deters typical underground stormwater management techniques. These limitations are created by historical use and environmental regulations, not circumstances controlled by the landowner.

e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

10. **Variance to increase parking lot frontage width.** Zoning code § 66.342(a)(2) states that surface parking areas and entrance drives accessory to a principal building or use may occupy no more than sixty (60) feet of the total lot frontage. A variance is requested to increase the surface parking lot frontage from 60 feet to 97 feet along Mercer Way, and from 60 feet to 180 feet along Kay Avenue. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

    a. *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The zoning code is meant to provide for the safe and efficient circulation of all modes of transportation, including cars, pedestrian, and bikes. The proposed bus parking lot is intended to provide traffic relief for the neighborhood during student drop off and pick up time, where the roads can be very congested, with buses parked along the public streets near Nova Classical Academy and cars coming in and out of the neighborhood. Having the buses park and load students in the parking lot will likely improve congestion. The project also adds new bike parking to accommodate biking in the area. The landscaping will provide a more pleasant pedestrian environment than the previous undeveloped lot.

    b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site's future land use is designated mixed-use by the Comprehensive Plan and it is near the center of the Victoria Park Neighborhood Node. The Comprehensive Plan promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities.

    c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** Due to the irregular shape of the parcel, there is frontage on all sides of the lot. Strict application of § 66.342(a)(2) would limit the lot to a size that does not accommodate bus parking and turning. Additional space is necessary beyond what is normally needed for parking of personal vehicles.

    d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The irregular shape of the parcel that creates difficulties in development was created prior to the acquisition of the site by the applicant. The circumstances are out of the control of the landowner.

    e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in

the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

11. **Variance to locate parking in front yard.** Zoning code § 66.342(a) prohibits parking in front yards without a variance. A variance is requested to locate parking in the front yard. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

    a. *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The intent of locating parking lots in rear yards is to encourage site planning that incorporates human-centered design and pleasant pedestrian environments. The landscaping the project proposes will help to create an improved pedestrian environment despite locating the parking lot in a front yard. Additionally, the zoning code is meant to provide for the safe and efficient circulation of all modes of transportation, including cars, pedestrian, and bikes. The proposed bus parking lot is intended to provide improved traffic flow for the neighborhood during student drop off and pick up time.

    b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site's future land use is designated mixed-use by the Comprehensive Plan and it is near the center of the Victoria Park Neighborhood Node. The Comprehensive Plan promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities.

    c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** Due to the unique lot configuration, there are no side or rear yards on the parcel. Strict application of § 66.342(a) would prevent the applicant from developing the bus parking lot.

    d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The parcel's irregular shape creates a scenario in which there are no rear or side yards.

    e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in

the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

12. **Variance to omit parking area interior landscaping.** Zoning code § 63.314(c) states that parking facilities with more than twenty (20) parking spaces or six thousand (6,000) square feet of paving, whichever is less, shall provide fifteen (15) square feet of interior landscaped area for every one hundred (100) square feet of paving. Zoning code § 63.314(e) states that parking facilities with more than one hundred twenty-five thousand (125,000) square feet of paved area shall provide internal walkways that divide the parking lot into smaller areas no greater than fifty-five thousand (55,000) square feet. A variance is requested to omit the interior landscaping and internal walkways. Zoning code § 66.331 states that the Planning Commission shall have the power to grant variances from the strict enforcement of the provisions of the zoning code upon finding that:

    **a.** *The variance is in harmony with the general purposes and intent of the zoning code.* **This finding is met.** The zoning code is meant to provide for the safe and efficient circulation of all modes of transportation, including cars, pedestrian, and bikes. The proposed bus parking lot is intended to provide traffic relief for the neighborhood during student drop off and pick up time, where the roads can be very congested, with buses parked along the public streets near Nova Classical Academy and cars coming in and out of the neighborhood. Having the buses park and load students in the parking lot will likely improve congestion. The project also adds new bike parking to accommodate biking in the area. The landscaping provided along the exterior will provide a more pleasant pedestrian environment than the previous undeveloped lot.

    b. *The variance is consistent with the comprehensive plan.* **This finding is met.** The project site is designated mixed-use by the Comprehensive Plan and is within the Victoria Park Neighborhood Node. The Comprehensive Plan promotes a mix of uses within Neighborhood Nodes, including amenities within walking distance of homes, such as schools. Policy LU-5 encourages flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities. Policy LU-33 promotes amenities that support those who live and work in the Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities. Policy LU-54 aims to ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand

and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.

c. *The applicant has established that there are practical difficulties in complying with the provision, that the property owner proposes to use the property in a reasonable manner not permitted by the provision. Economic considerations alone do not constitute practical difficulties.* **This finding is met.** Strict application of § 63.314(c) and (e) would prevent the applicant from developing a parking lot that fits within the parcel and accommodates the size of school buses when parking and turning.

d. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.* **This finding is met.** The irregular shape and size of the parcel are a result of factors that occurred prior to the acquisition of the property by the applicant. The circumstances were not created by the landowner.

e. *The variance will not permit any use that is not allowed in the zoning district where the affected land is located.* **This finding is met.** The proposed school use is permitted in the existing T3M district. The variance will not permit any use that is not allowed in the zoning district.

f. *The variance will not alter the essential character of the surrounding area.* **This finding is met.** The use is permitted in the zoning district and is consistent with the surrounding development.

## Action

**Recommended Motion**

Move to adopt the staff recommendation to recommend approval of the major modification of the Victoria Park Master Plan and approve variances 1) in floor area ratio, 2) reducing the minimum opening percentage for doors and windows, 3) dimensional and yard standards for a. front yard setback, b. parking lot frontage, c. bus parking area, and d. parking area interior landscaping, subject to the following additional condition:

1. Substantial conformance with the materials provided in this application, including the general site layout and amount of exterior landscaping provided.

Additional Options

- Deny any combination of the master plan amendment or variances.
- Add conditions to the variance approvals.
- Lay over.

Any motion should be supported by the findings. This may require changes in the staff-recommended findings.

401

# MASTER PLAN AMENDMENT APPLICATION

*Department of Planning and Economic Development*
*Zoning Section*
*1400 City Hall Annex, 25 West Fourth Street*
*Saint Paul, MN 55102-1634*
*(651) 266-6583*

Zoning Office Use Only
File # _____
Fee Paid $ _____
Received By / Date _____
Tentative Hearing Date _____

**APPLICANT**

Name The Friends of Nova Classical Academy Email _____
*(must have ownership or leasehold interest in the property, contingent included)*
Address 1455 Victoria Way City St. Paul State MN Zip 55102
Email _____ Phone _____
Name of Owner (if different) _____ Email _____
Contact Person (if different) Jesse Prins Email jprins@novaclassical.org
Address Same as above City _____ State _____ Zip _____

**PROPERTY INFO**

Address/Location Triangular-shaped lot north of and associated with 1455 Victoria Way
PIN(s) & Legal Description 142823210063 - See attached for legal description
*(attach additional sheet if necessary)*
_____ Lot Area ~1.14 acres (deed) Current Zoning T3M

**REQUEST:** Application is hereby made to modify or amend an adopted Master Plan under provisions of Zoning Code § 66.344(c) or § 66.951.

Proposed Amendment is requested to the Victoria Park Master Plan pursuant to Sec. 66.344(c) of the St. Paul Zoning Code.
*(attach additional sheets if necessary)*
See attached documents.

**SUPPORTING INFORMATION:** State what the Master Plan calls for, what amendment is proposed, and the reason for the amendment. Attach additional sheets if necessary.

See attached documents.

■ Required site plan is attached.

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

**Applicant's Signature** _____ **Date** 6-26-25

Rev 8.5.2019

7 July 2025

Milwaukee Headquarters
10501 W. Research Drive
Suite 100
Milwaukee, WI 53226
P: 414-771-3390
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Minneapolis Branch
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Suite 635
Minneapolis, MN 55439
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Chicago Branch
150 N. Wacker Drive
Suite 1650
Chicago, IL 60606
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Dixon Branch
101 W. 1st Street
Suite 502
Dixon, IL 61021
P: 815-846-4680

Boston Branch
265 Franklin Street
Suite 1702
Boston, MA 02110
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Applicant

Thomas Dobbs, R.A., Vice President
Bloom Hay Dobbs
2324 University Ave. S., Suite 200
St. Paul, MN 55114
tdobbs@bloomcos.com
612-338-4590

-on behalf of-

The Friends of Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102
Attention: Jesse Prins, Facility Manager
jprins@novaclassical.org
651-209-6320

To

Planning Commission
City of St. Paul, Planning and Economic Development
City Hall Annex, 25 W 4th Street, Suite 1300
Saint Paul, MN 55102
651-266-6565

Subject: Request for a Master Plan Amendment Application

Dear Planning Commissioners:

The Friends of Nova Classical Academy the Affiliated Building Company (property Owner) representing Nova Classical Academy, a K-12 public charter school in St. Paul offering high-quality classical education, respectfully requests an amendment to the Victoria Park Master Plan. The Master Plan, completed in 2011 and adopted in 2013, was incorporated into the District Plan by reference. The school property and its adjacent undeveloped parcel are within the T3 zoning district with a master plan overlay. In this zoning district, Institutional/Civic – School Use is permitted and conforming.

Nova Classical Academy proposes the construction of a two-story storm shelter building, which will connect to the existing school via a skyway over Mercer Way. The site will include landscaping, sidewalks, a shallow stormwater detention pond, and a bus parking lot, as detailed in the attached drawings.

The Master Plan currently designates the subject undeveloped parcel as Mixed Residential use. The parcel was acquired by the school's affiliated building company, The Friends of Nova Classical Academy, in 2016 from Brighton Victoria Park, LLC. This amendment request is submitted pursuant to Sec. 66.343(c) of the St. Paul Zoning Ordinance, which permits Master Plan

amendments when unique property circumstances make strict compliance impractical or unreasonable. Please refer to the attached map exhibits for additional information.

## Property Background Information

Nova Classical Academy, located at 1455 Victoria Way, St. Paul, MN, occupies an 89,214-square-foot, three-story building. Since its founding in 2003, the school has provided a valuable educational option for the community. It was recognized as a U.S. Department of Education Blue Ribbon School in 2023 and is ranked as Minnesota's second top-performing upper school by U.S. News & World Report. ( U.S. News & World Report LP, 2025)

The school property is situated on the former Koch Industries tank site (formerly Shell Oil), which underwent extensive environmental remediation. The Minnesota Pollution Control Agency (MPCA) verified that the site could be developed without restrictions. The City of St. Paul purchased the Koch Tank Farm Area site in 2004, made infrastructure improvements including the existing roads and utilities and placed clean structural fill materials on the site. The city sold the parcel to Brighton Victoria Park LLC in 2006. Nova Classical Academy's affiliated building company purchased the existing school's site in 2011. The MPCA issued a letter of No Association Determination to the school for the proposed school use and for the school's future use on the developed parcel and development of the undeveloped subject parcel.

Construction of the existing school began in 2011. The new school building was constructed in 2012 and meets all MPCA requirements for the school and current site. The soccer field adjacent to the school was constructed in 2022, after the school applied for and was granted a Master Plan amendment.

Adjacent to the existing school, across Mercer Way, a 1.14-acre (~49,819 square foot) triangular-shaped parcel (PID 142823210064) remains undeveloped. The triangle parcel, purchased in 2016, has been used for outdoor school activities. It is adjacent to apartment and townhome complexes, an assisted living campus, a community garden, Victoria Park, and a co-op grocery store. Further environmental study is ongoing to ensure that the proposed storm shelter meets all MPCA requirements.

Further environmental documentation is ongoing to ensure that the proposed storm shelter meets all MPCA requirements. A Response Action Plan and Construction Contingency Plan have been developed and submitted to the MPCA for their approval.

## Project Overview

Nova Classical Academy proposes a beautiful two-story, ~19,598 gross square foot, educational building featuring a storm shelter, an attractively landscaped adjacent bus parking lot, a stormwater pond, bike racks, and pedestrian walkway with a skyway connection to the existing school building. The 33-34-foot-high (approximate) structure will include a storm shelter complying with ICC-500 standards, significantly enhancing student safety. Nova has no plans or desire to increase student enrollment. The new school building will provide a safe refuge during severe weather events, which are statistically on the rise (U.S. Global Change Research Program (USGCRP), 2025). The addition will include office space, locker rooms, mechanical areas, and flexible classroom space. The shelter will double as a multi-use instructional area. A minor renovation of selected areas of the existing school is included in the project.

The project provides for the interconnection of paths and routes for pedestrians. It improves the area for motorists, pedestrians, and bicyclists by relieving congestion on Mercer Way by providing off-street parking for buses. The landscaping will include environmental features such as a shallow stormwater detention pond, efficient LED full cut-off site lighting, and native plantings. A passive vapor mitigation sub-slab system

is proposed to meet MPCA requirements for the site. The proposed use is compatible with Victoria Park, adjacent to the existing school building.

The owner will apply for Site Plan Review. The project will also request several entitlements.

Requested Entitlements

This project requests the following approvals:

1. Exception to the Skyway Vertical Clearance standard. (Public Works)
2. An Air Rights Vacation Easement (required by the city) for the skyway, which is standard for skyways.
3. An Encroachment Permit for skyway footings and columns in the public right-of-way. (Public Works)
4. Variance for a Front Yard Setback Increase (Sec. 66.331): along Kay Avenue.
5. Variance for a Parking Lot Frontage Width Increase (Sec. 66.342.a.2): for frontage along Mercer Way and Kay Avenue.
6. Variance for a Parking Area in Front Yard (Sec. 63.312; 66.342.a; 66.343): Locate parking in front yard due to the absence of side and rear yards.
7. Variance to Omit Parking Area Interior Landscaping (Sec. 63.314 c/e). Requesting relief from requirement to include interior landscaping due to bus turning and parking geometry requirements.
8. Variance for a Floor Area Ratio (FAR) reduction (Sec. 66.331).
9. Variance for a Reduction in Façade Openings (Sec. 63.110).

These entitlement applications will be submitted separately from this amendment request.

## Basis of the Amendment Request

Nova Classical Academy requests, pursuant to Sec. 66.343(c) of the St. Paul Zoning ordinance, requests an amendment to the Victoria Park Master Plan to reclassify the subject parcel from Mixed Residential to Institutional use due to circumstances unique to the property that make compliance unreasonable. Strict enforcement of the current designation is unreasonable given the unique circumstances of the property. The school expansion aligns with the intent of the T3 zoning district, the 2040 Comprehensive Plan, and the Victoria Park Master Plan's vision for a mixed-use urban village.

## Alignment with Planning Principles

The project will benefit the community by providing a mix of neighborhood uses to include an expansion of the civic use, will prioritize people by promoting equity and diversity in education by supporting school choice options, enhance safety for motorists and pedestrians on roads surrounding the school, provide valuable educational and recreational areas to an existing school asset, and will relieve traffic congestion during school pick-up and drop-off.

The school expansion aligns with the intent of the T3 zoning district, the 2040 Comprehensive Plan, and the Victoria Park Master Plan's vision for a mixed-use urban village.

### A. City of St. Paul Zoning T3 District Project Alignment

T3 Zoning District Intent: The T3 district encourages higher-density, pedestrian-friendly mixed-use development, including civic and institutional uses. The proposed amendment supports:

- A mix of uses, including civic and residential elements.
- A pedestrian-friendly environment with improved pathways.

- Safe and sustainable urban development.

The school provides a valuable resource for the neighborhood as a K-12 public charter school option. The school seeks to have the 1.14-acre lot amended to become Institutional which will allow it to be used for the proposed project, which is a very modest expansion of the school area at a neighborhood scale to serve the community. The school's current development at 1455 Victoria Way is 3.11 acres. The total area to become Institutional (allowing for school use), if an amendment is granted will be ~4.25 acres of school land. The school complements the predominantly residential area and other uses, adding the diversity of uses needed for an "urban village".

The Comprehensive Plan recommends people centered land use policies that provide for the flexible and adaptable implementation of Zoning Ordinances, most notably policy LU-7 which call for flexible zoning to respond to changes, conditions, and opportunities, and LU-33 which promotes amenities for neighborhood scale Institutional uses, to include schools.

## B. 2040 Comprehensive Plan Project Alignment

The amendment aligns with the Comprehensive Plan's goals of equity, sustainability, and community-centered growth by:

- Supporting equitable educational opportunities.
- Enhancing safety through storm shelter construction.
- Improving transportation safety for pedestrians and cyclists.
- Promoting neighborhood-scale institutional uses (Policy LU-33).

The proposed project aligns with and is supported by the City of St. Paul 2040 Comprehensive Plan as follows:

*Challenges and Opportunities:*

*Equity – How we grow, develop and invest over the next 20 years must be done in a way that reduces racial disparities in jobs, income, housing cost burden, education and homeownership.*

*Economic development – To address our equity, diversity and growth goals, the City and its economic development partners must capture innovations in the marketplace (including service delivery, job training, education and new business sectors) that lead to a growing, adapting, strong local and regional economy. Saint Paul's racial and ethnic diversity is a unique asset that should be tapped to fuel economic growth, especially as it brings innovative economic models to our neighborhoods.*

*Fostering the next generation – If a city is going to grow, innovate and prosper, it must provide opportunities for its youth to grow, innovate and prosper. The same physical systems that need to accommodate an aging population need to accommodate a young population. This is especially important in the areas of education and employment and innovation.*

*Core Values:*

*Equity and opportunity. We are a city where opportunities in education, employment, housing, health and safety are equitably distributed and not pre-determined by race, gender identity, sexual orientation or age; we are a city that creates opportunities for all residents to achieve their highest potential.*

*Innovation – We are a city that builds on a strong core of innovation and creativity to address our challenges, celebrate our strengths and take best advantage of our assets.*

***People-centered.*** *We are a city that puts people first, recognizes and celebrates our complex and interrelated histories, and treasures our young and older residents as integral members of our community.*

***Health****. We are a city that recognizes that everything we do impacts the health of our residents, and that housing, transportation, land use, parks and economic development opportunities need to be designed to enhance personal health.*

***Welcoming and safe.*** *We are a city that welcomes all, where everyone feels safe and empowered to participate in decisions that impact them.*

*Focus Areas:*

***Equitable*** *cities create opportunities for all residents to achieve their highest potential. How Saint Paul grows, develops and invests over the next 20 years must be done in a way that reduces racial disparities in jobs, income, education and homeownership.*

***Resiliency*** *focuses on sustainability strategies aimed at protecting Saint Paul families from the effects of climate change. This includes creating green building standards, developing robust transit, designing multi-modal streets, and reducing our carbon footprint through energy and resource efficiencies.*

***Urban design*** *is the thoughtful arrangement of the public realm, or the public spaces between buildings (including parks, streets and sidewalks). Good urban design – the interaction between private development and public space – fosters activity, connection, beauty, safety, and economic value.*

*Priorities:*

***Livability, equity and sustainability.*** *When we asked about regional themes established by the Metropolitan Council, you said livability, equity and sustainability are the most important for Saint Paul. Other regional themes we will incorporate into the updated Comprehensive Plan include prosperity and stewardship.*

***Road safety for pedestrians and bicyclists.*** *Pedestrian safety at crossings and improved facilities were frequently identified as issues, as were bicycle facility improvements and safety.*

*Land Use Chapter:*

*Goals:*

*5. Infrastructure for all ages and abilities.*

*6. Efficient, adaptable and sustainable land use and development patterns and processes.*

*8. People-centered urban design*

*Policies*

*Policy LU-5. Encourage flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities*

*Policy LU-7. Use land use and zoning flexibility to respond to social, economic, technological, market and environmental changes, conditions and opportunities*

*Policy LU-9. Promote high-quality urban design that supports pedestrian friendliness and a healthy environment, and enhances the public realm.*

*Policy LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.*

*Policy LU-38. Direct the location of new secondary schools and post-secondary educational institutions along transit routes and bicycle and pedestrian networks to provide options for students and staff, and decrease traffic congestion in adjacent neighborhoods.*

*Policy LU-54. Ensure institutional campuses are compatible with their surrounding neighborhoods by managing parking demand and supply, maintaining institution-owned housing stock, minimizing traffic congestion, and providing for safe pedestrian and bicycle access.*

*Transportation Chapter*

*The Transportation Chapter guides the creation of a safe, equitable and well-maintained multi-modal transportation system in Saint Paul that supports the needs of all users, enhances vitality, and sets the stage for infill development to accommodate the city's projected growth. The transportation system relies primarily on streets, which connect people to jobs, homes, shopping, education and recreation, but also includes water (the Mississippi River), trail and rail.*

*Policy T-3. Design rights-of-way per the following modal hierarchy: 1. Pedestrians, with a focus on safety 2. Bicyclists, with a focus on safety 3. Transit 4. Other vehicles.*

*Policy T-9. Design the rights-of-way for all users, including older people, children and those with mobility constraints, as guided by the Street Design Manual and Safe Routes to School Plans, and by thoughtfully addressing streetscape issues such as curb cut design, level sidewalks, lighting, accessibility to/from bus stops, and the presence of benches and buffers between sidewalks and streets. (Note: While charter schools and skyways are not specifically addressed in the policy's referenced plans, the project's site transportation and pedestrian design is supported by the general intent of several objectives of these plans such as equity, safety, and connectivity.)*

## C. Victoria Park Neighborhood Master Plan Project Alignment

Since the Victoria Park Master Plan's adoption in 2013, residential density has increased, reflecting a shift in land use patterns. This amendment would:

- Maintain the area's mixed-use character.
- Enhance community safety with a storm shelter.
- Address evolving educational needs in the district.
- Complement existing institutional and civic uses.

The subject lot is a Mixed Residential use area with two "mansion" style 5–8-unit housing structures and single-family homes in the 2011 Master Plan. Under this proposed amendment, the subject parcel is requested to be designated an Institutional use (for a K-12 School). Please reference enclosed exhibits for a visual representation of the 2013 Master Plan, existing uses, and the proposed use.

Since the Victoria Park Master Plan was developed in 2005, again in 2009, and last formally revised in 2011, and subsequently adopted in 2013, several developments have added additional housing units. According to the parcel information extracted from Ramsey County, (see the attached exhibit) there are 14.26 deeded acres of land currently owned by various entities providing mixed-use residential and mixed-use housing.

Changes to the 2011 Master Plan include: (Please reference exhibit maps for more information.)

1. Victoria Park Apartments at 730 Mercer Street, and townhomes at 731 Mercer Street, were built in 2013. This area was designated as Edge to include low-density single-family homes and townhomes which is a possible change of use to mixed residential.
2. Victoria Park Apartments at 740 Victoria Street, built in 2013. This area previously was designated as Edge to include townhomes in the masterplan, which now is an increased density.
3. Five row townhomes added at 731 Mercer St. in 2013.
4. V2 Victoria Park Apartments at 750 Otto Ave, St Paul, MN 55102 which has expanded the Mixed Residential area by converting a parcel previously indicated in the 2011 Master Plan as Open Space into an apartment owned and used surface parking lot, built in 2016.
5. The Victoria Park Apartments were built in 2017 at 1425 Victoria Way.
6. The school applied for a minor Master Plan amendment in 2016, to reclassify the Mixed Residential use area in the undeveloped space directly adjacent to the school's northwest, which was granted administratively by the city. The school developed the space to create a much-needed athletic field and playground area in 2022.
7. The area indicated as Edge originally included many single-family homes and townhomes but was developed at a higher density to include mostly apartments with some townhomes.

The proposed development aligns with several key objectives of the Victoria Park Master Plan, particularly its emphasis on creating a safe, vibrant, and community-focused urban environment.

1. Enhancing Community Safety:
   The storm shelter addition directly contributes to community safety by providing a designated refuge during severe weather events. This aligns with the plan's core design and planning principles, particularly the emphasis on environmental remediation and stormwater management. Integrating this shelter into the school's expansion enhances the resilience of the entire neighborhood, making it a safer place for students and residents alike.

2. Supporting Mixed-Use Development:
   While the Victoria Park Master Plan emphasizes mixed-use development, the addition of educational facilities like those proposed by Nova Classical Academy complements the existing residential and commercial components. Schools are vital community anchors in mixed-use urban villages, providing essential services that attract families and stabilize neighborhoods. This expansion also supports the plan's goal of creating a diverse, well-connected community by enhancing the educational infrastructure.

3. Aligning with the Plan's Vision for Public Spaces:
   The Master Plan highlights the importance of well-designed public and private spaces that contribute to the neighborhood's green structure. The proposed expansion includes landscaped areas, sidewalks, and an enhanced ability to serve the community. These elements contribute to the overall aesthetic and functional goals of the Victoria Park Master Plan, particularly in creating a pedestrian-friendly environment that encourages community interaction.

4. Addressing Evolving Community Needs:
   The Victoria Park Master Plan acknowledges that changes may be necessary over time to reflect new realities. Due to school growth, the need for additional educational and recreational space has become increasingly pressing. While Nova has no plans or desire to increase student enrollment, the expansion meets the current and future needs of the community by providing modern facilities that support the safety, educational, and extracurricular activities of the students, further enhancing the neighborhood's attractiveness to families. The school currently has an agreement

with Shalom Home, the school's neighbor to the north, for evacuation should an emergency arise. A long-term solution for emergency sheltering is sought through the proposed facility.

Precedent School Land Areas

Several other comparable schools in the city far exceed the area owned by Nova Classical Academy, as shown in the table below. Thus, the scale of the development is reasonable.

**Precedent - St. Paul School Property Areas**

**(Select schools)**

| School Name | Owned by | Acreage* | PID(s) | Primary Address |
|---|---|---|---|---|
| Central High School (9-12) | Independent School District 625 | 11.35 | 342923440003, 342923440001 | 275 Lexington Pkwy N, St Paul, MN 55104 |
| St. Paul Academy and Summit School (K-12) | St. Paul Academy and Summit School | 30.66 | 92823420056, 092823420050 | 1712 Randolph Ave, St Paul, MN 55105 |
| Como Park Senior High (9-12) | Independent School District 625 | 24.59 | 262923110100 | 740 Rose Ave W, St Paul, MN 55117 |
| Hmong College Prep Academy (K-12) | Hmong Education Reform Company | 13.92 | 272923220100, 272923220101, 272923220102 | 1515 Brewster St, St Paul, MN 55108 |
| Harding High School (9-12) | Independent School District 625 | 36.34 | 342922240001 | 1540 6th St E, St. Paul, MN, 55106 |
| Bridge View Focus Beyond School (K-12) | Independent School District 625 | 10.1 | 122823210104 | 350 S Colborne St, St Paul, MN 55102 |
| Nova Classical Academy (K-12) | Friends of Nova Classical Academy | 4.25 proposed (Including the 1.14-acre parcel) | 142823210063, 142823210064 | 1455 Victoria Way, St. Paul, MN, 55102 |

*The Total Acreage number SHOWN is the sum of deeded acres from Ramsey County Property Services Online, corresponding to the PIDs shown.

The proposed amendment to the Victoria Park Master Plan to accommodate Nova Classical Academy's expansion, by conversion of 1.4 acres of Mixed Residential use to an Institutional use, conforms to the general intent of the Victoria Park Master Plan. The amendment maintains a variety of housing in the Victoria Park Master Plan area, it supports the plan's goal of creating a diverse, well-connected community by enhancing the educational infrastructure, it is consistent with the plan's spirit of a safe, vibrant, and community-focused, urban environment. It offers significant benefits to the neighborhood by enhancing public safety, supporting mixed-use development, and addressing the evolving needs of the community.

City of St. Paul, District 9, West 7th Area Plan

The following is an excerpt from the District 9 Plan, adopted by the City Council in 2013. The requested Master Plan amendment is in harmony with the District 9 Plan intent for Community Development.

*Community Development*

*Community gathering places and access to community initiatives are important to the District 9 Council and highlighted in the plan. Opportunities for community gathering places must be realized in redevelopment plans of former industrial properties.* ***Continuing to improve institutions serving families and children, particularly local schools and libraries, is important****. District 9 has two community centers, St. Clair and the Salvation Army, and one small recreation center, Palace. The two public gathering*

*places are inadequate for the needs of the community.* ***Over the last 35 years, District 9 has fought for preservation of school options in the community.***

Unique Circumstances

Strict compliance with the Master Plan is unnecessarily burdensome due to the lack of alternative land for the school's expansion adjacent to the school. Schools are critical neighborhood assets, yet available land for and allotted to civic/institutional uses is scarce. The school has maximized its existing space and must now utilize the adjacent undeveloped parcel to provide essential storm shelter facilities for student safety. It would therefore prevent improvement of the property in a manner which is reasonable and consistent with other properties in the area and allowed by the Zoning District regulations.

Thus, the parcel's triangular shape and proximity to Mercer Way present practical difficulties in designing alternative school expansion solutions within the confines of the existing Master Plan's Mixed Residential designation. If an attempt were made to develop the subject parcel according to the residential layout provided in the master plan, it may prove difficult to achieve the tuck under parking, stormwater requirements, and FAR requirements due to the irregular lot shape and irregular parcel size.

Additionally, precedent exists for modifications to the Victoria Park Master Plan to accommodate changing community needs as has been demonstrated. Multiple residential and mixed-use developments have evolved from the 2011 plan, demonstrating that Master Plan flexibility is both reasonable and necessary.

Denying this amendment creates a practical difficulty preventing the school from implementing critical safety and traffic improvements and educational enhancements that benefit the neighborhood and broader community.

Conclusion

The proposed amendment maintains the vision of a mixed-use urban village while meeting the educational and safety needs of the community. Approval will ensure Nova Classical Academy continues serving as a vital neighborhood resource. Denying the amendment would create a practical difficulty for the school, limit educational diversity, and cause the school to forgo an opportunity to improve safety and traffic conditions.

We appreciate your consideration and welcome any questions or requests for additional information.

Sincerely,



Thomas Dobbs, RA, CID, NCARB, LEED AP
Vice President, Bloom Hay Dobbs

Attached:

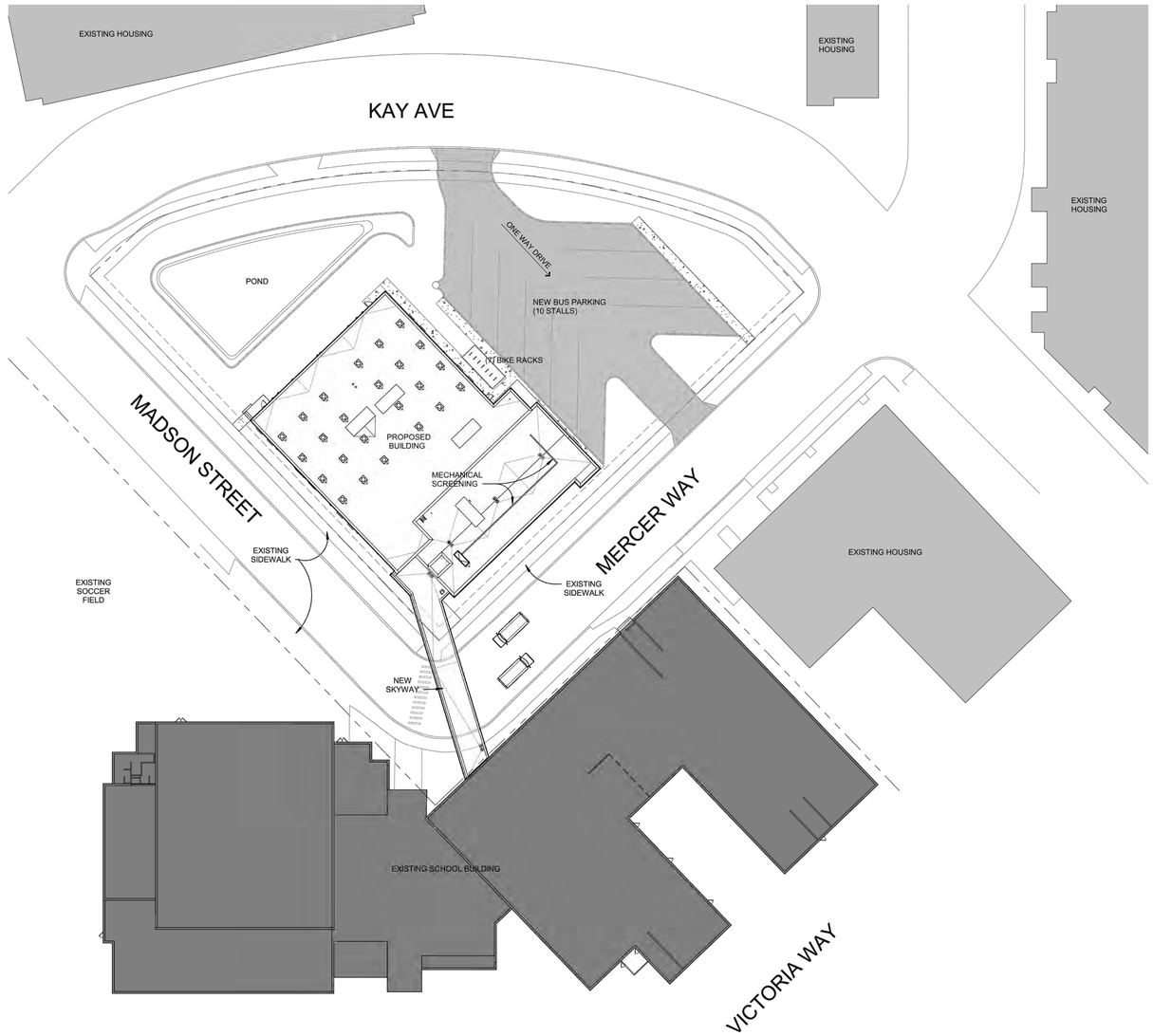
1. Drawing Sheet: Proposed Architectural Site Plan (for reference only)
2. Nova Classical Academy & Shalom Home Evacuation Agreement
3. Exhibit A.1: Project Location Map
4. Exhibit A.2: Enlarged Project Location Map
5. Exhibit B: Principal Zoning Map
6. Exhibit C: Victoria Park Master Plan, adopted 2013

7. Exhibit D: Victoria Park Master Plan Designated Building Types
8. Exhibit E: Existing Conditions Map
9. Exhibit F: Proposed Master Plan Amended Area for School (Project)

## References

U.S. News & World Report LP. (2025, February 24). *Best High Schools in Minnesota*. Retrieved from U.S. News & World Report: https://www.usnews.com/education/best-high-schools/minnesota

U.S. Global Change Research Program (USGCRP). (2025, March 05). *Fifth National Climate Assessment 2. Climate Trends*. Retrieved from The Fifth National Climate Assessmen: https://nca2023.globalchange.gov/chapter/2/#section-98




1 SITE PLAN
1" = 30'-0"

PROJECT N TRUE N

BLOOM HAY DOBBS

Midtown Commons
2324 University Ave. W.,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4900

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME

SIGNATURE

LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**ARCHITECTURAL SITE PLAN**

SHEET NUMBER:
**A100**

2008 HAY DOBBS, P.A.
ALL RIGHTS RESERVED

Know Yourself. Know The World.
NOVA CLASSICAL ACADEMY℠

May 1, 2024

To the Staff of Sholom Home:

This letter serves to acknowledge an ongoing reciprocal agreement between Nova Classical Academy and Sholom Home.

In the event of an emergency that requires an evacuation of our students Sholom Home has agreed to provide a safe space for our students to go. Principal, Tamra Paschall, will be responsible to coordinate the specific evacuation details with your staff.

In the event of an emergency that requires an evacuation of your residents, Nova Classical Academy agrees to provide a safe space for your residents to go. Facilities Manager, Jessie Prins will be your initial contact and we will assist your staff with accommodating your residents.

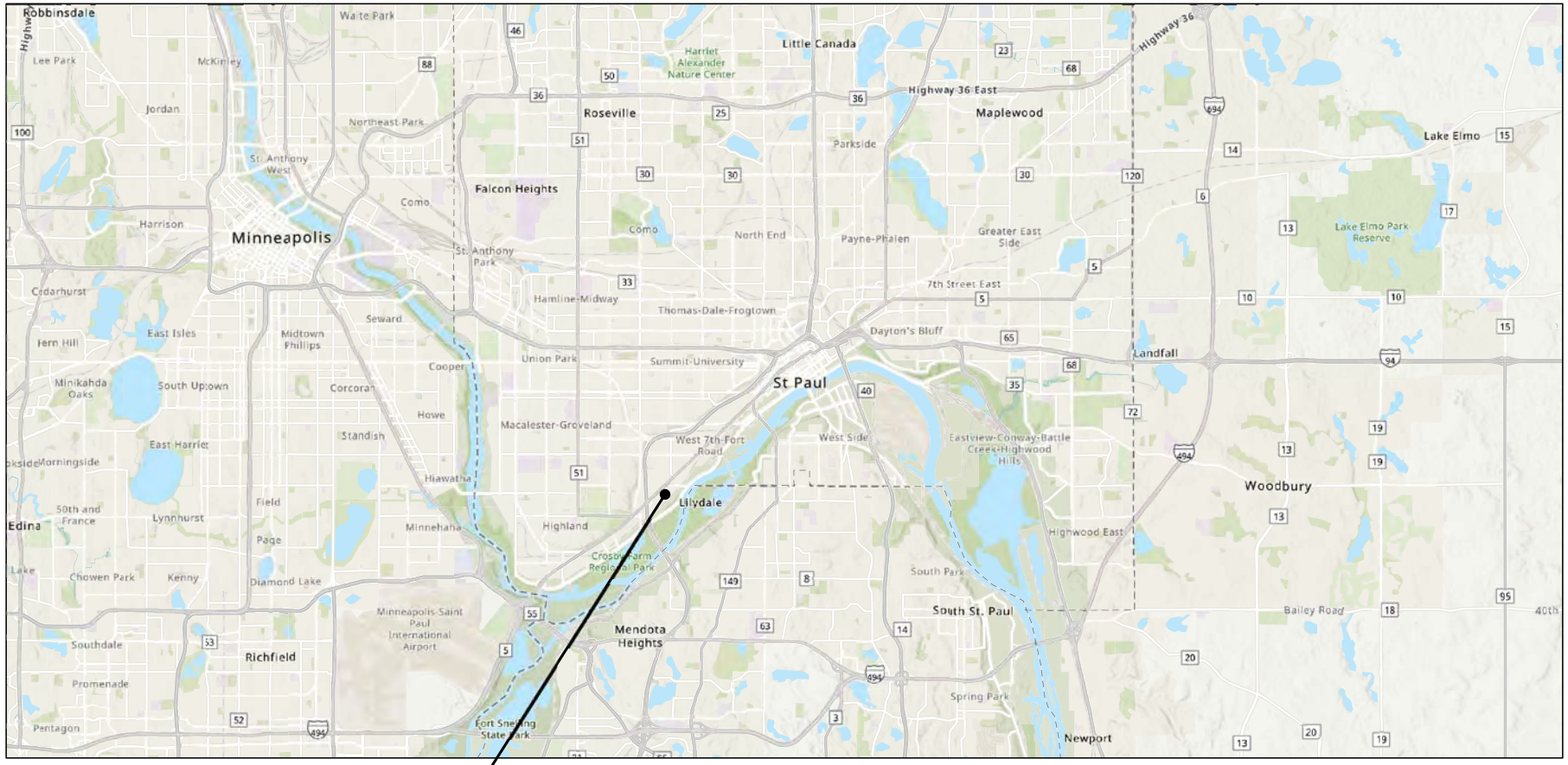
We appreciate the partnership with Sholom Home and plan to continue this agreement until it is terminated in writing by either party.

It's a Great Day to Be a Knight!

Dr. Brett Wedlund
Executive Director

Nova Classical Academy School District #4098
1455 Victoria Way, St. Paul, MN 55102
P: 651.209.6320 | F: 651.209.6325 | E: contact@novaclassical.org
novaclassical.org

# Exhibit A.1 - Project Location Map




2/19/2025

Approximate Location
Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

1:140,000

0 1 2 4 mi

0 1.75 3.5 7 km

Esri, CGIAR, USGS, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

## Exhibit A.2 - Enlarged Project Location Map




4/1/2025

1:3,398

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

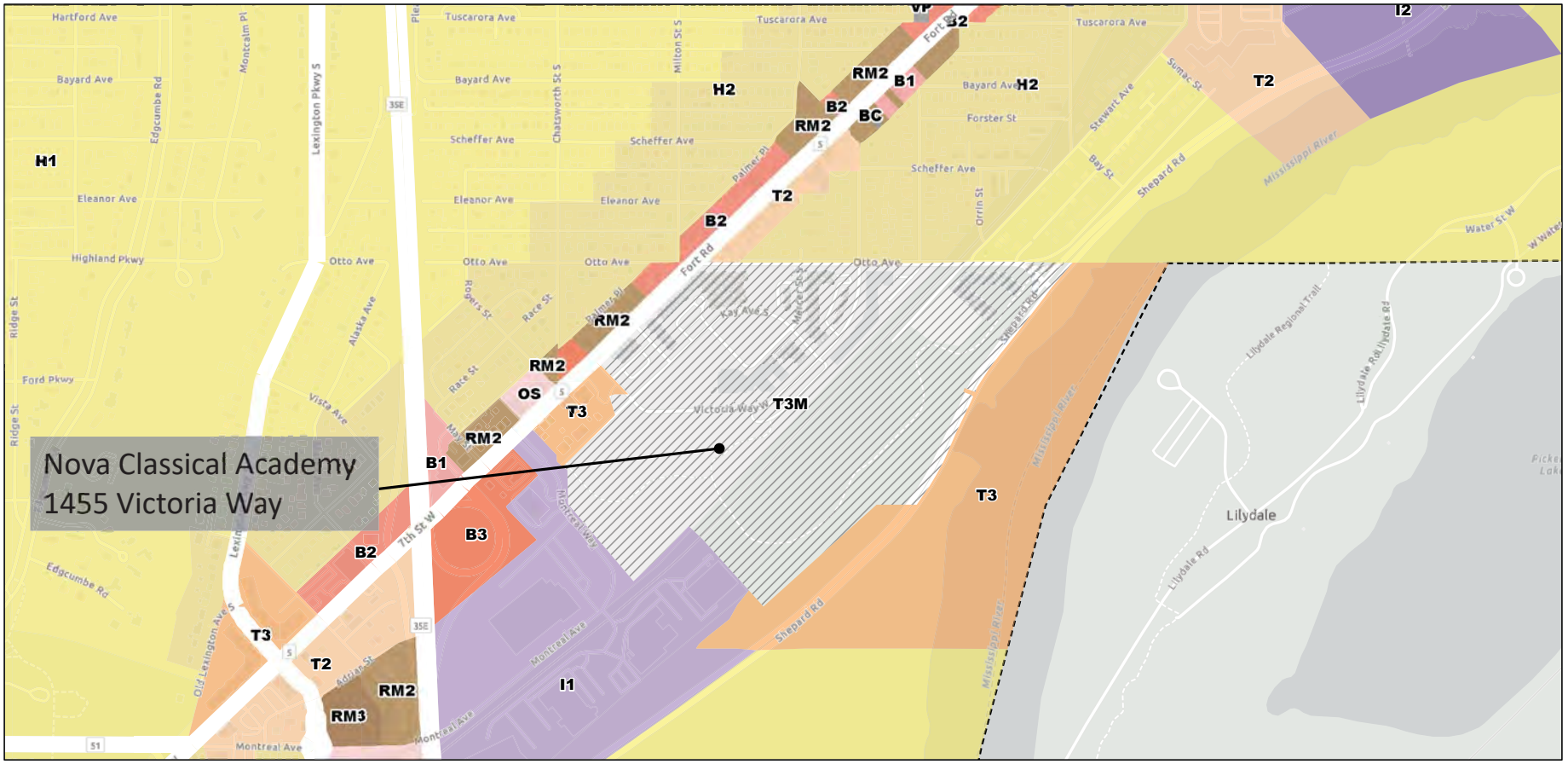
High Resolution 30cm Imagery

Citations

60cm Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Dakota County, Maxar

# Exhibit B - Principal Zoning Map




3/19/2025, 12:37:50 PM

Interstates
State Highway
Major Streets

Principal Zoning
H1 Residential
H2 Residential
RM2 Multiple-Family
RM3 Multiple-Family
T2 Traditional Neighborhood
T3 Traditional Neighborhood
T3M T3 with Master Plan
OS Office-Service
B1 Local Business
BC Community Business (converted)
B2 Community Business
B3 General Business
I1 Light Industrial
I2 General Industrial
VP Vehicular Parking
Saint Paul City Boundary

1:9,028

0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km

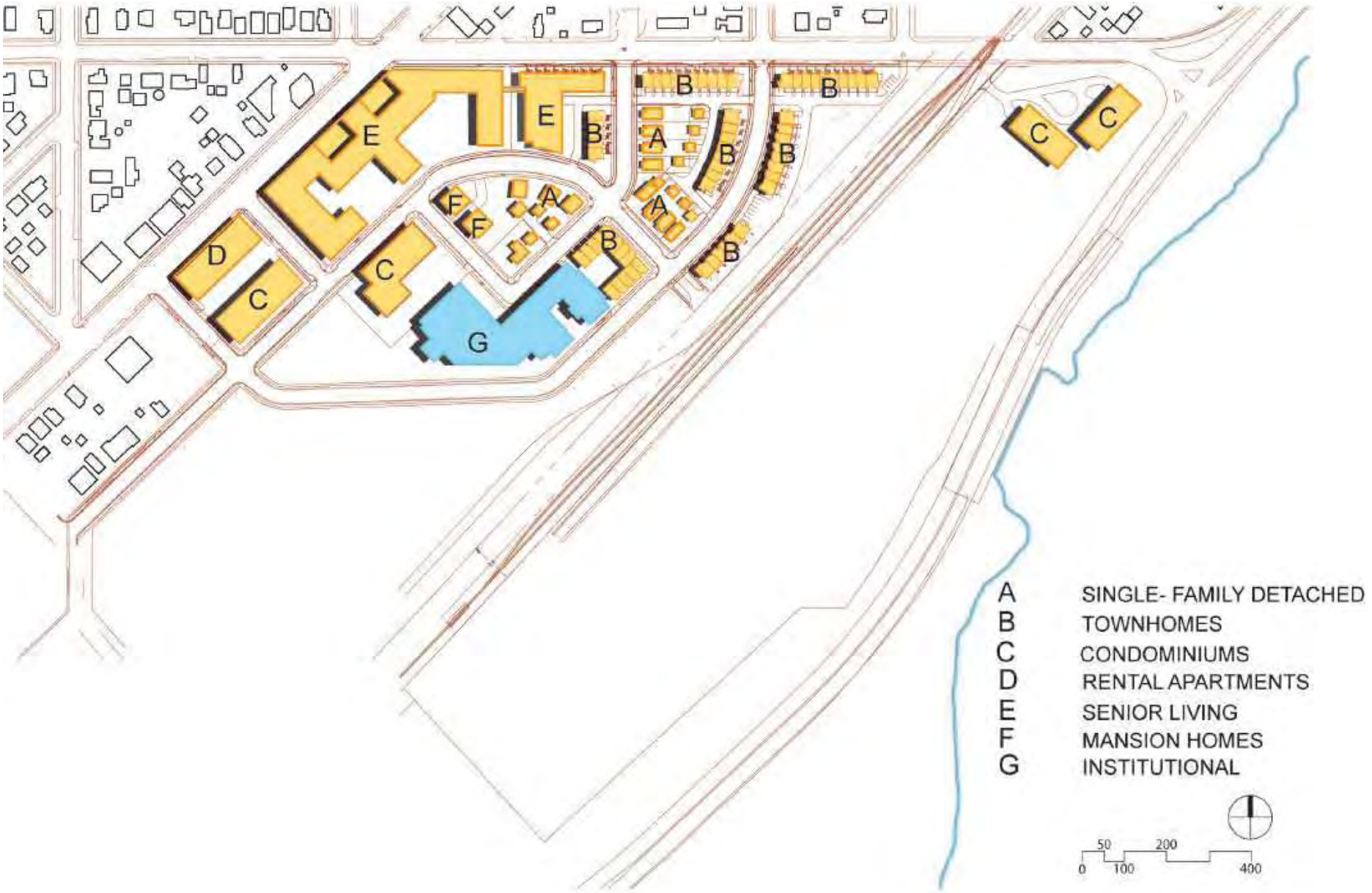
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ArcGIS Web AppBuilder

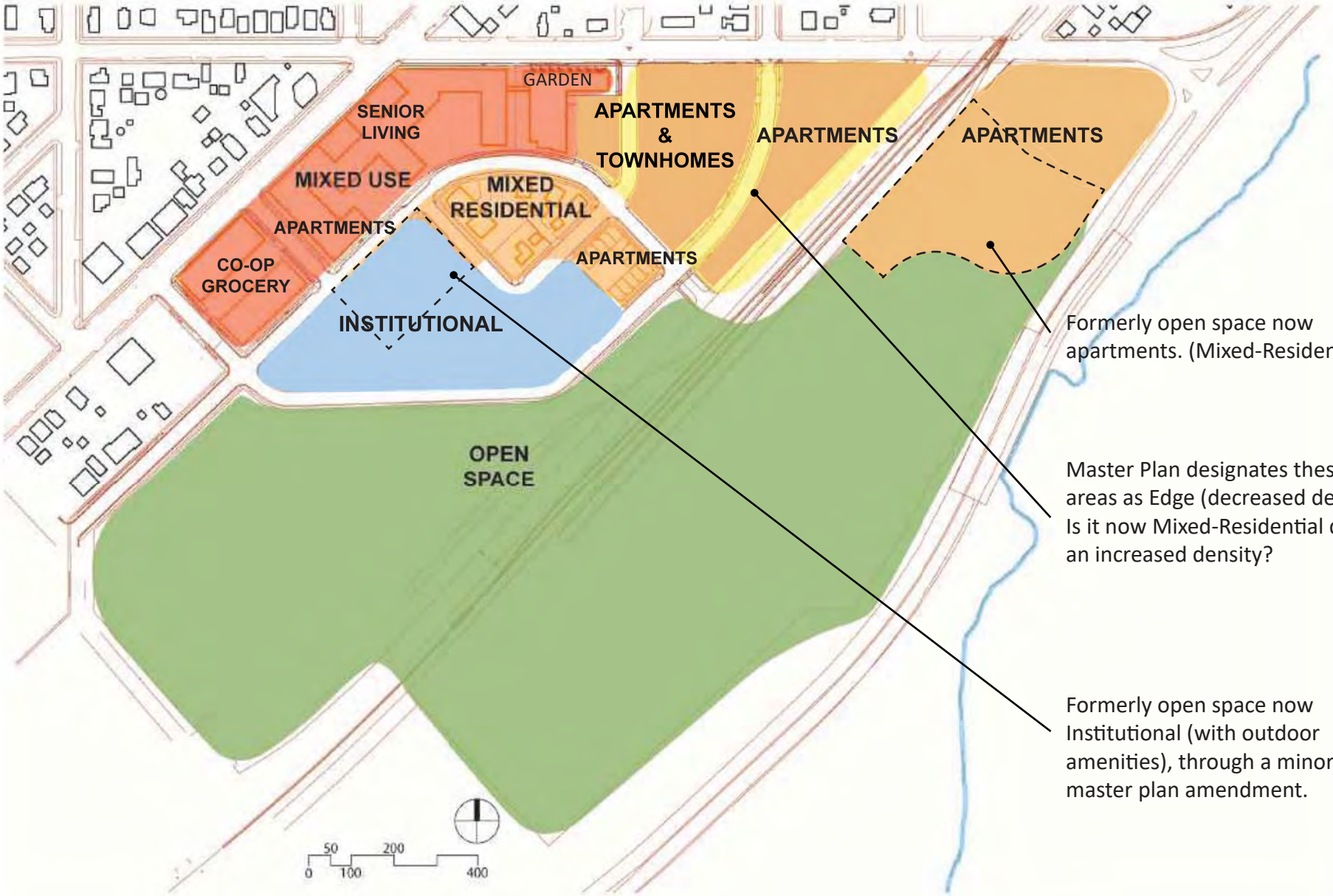
Esri Community Maps Contributors, County of Dakota, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | For more information on these zoning designations, contact PED Principal

**Exhibit C - 2005 Victoria Park Master Plan Use Areas, Updated 2011, Adopted 2013**



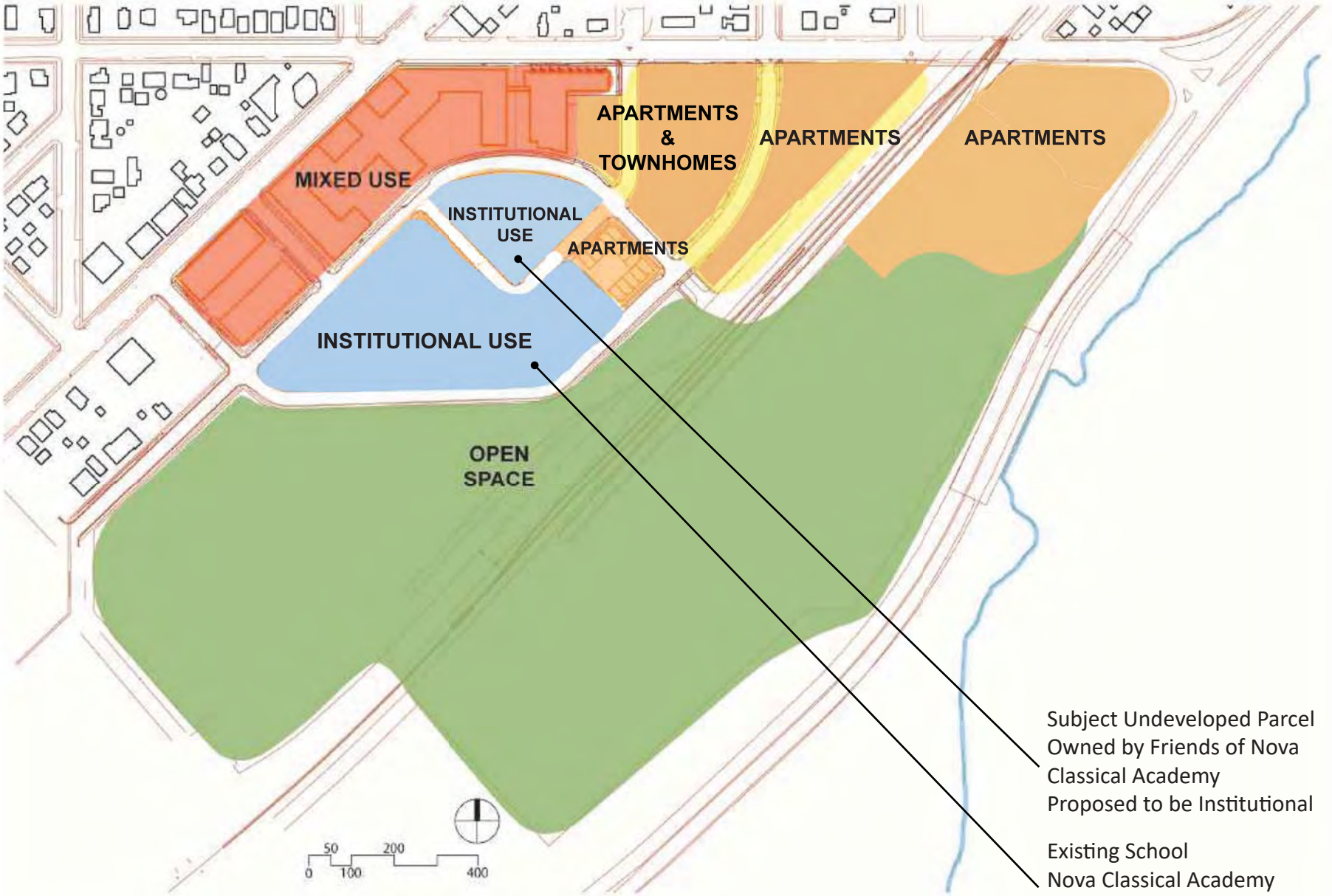

A SINGLE- FAMILY DETACHED
B TOWNHOMES
C CONDOMINIUMS
D RENTAL APARTMENTS
E SENIOR LIVING
F MANSION HOMES
G INSTITUTIONAL
0 50 100 200 400

## Exhibit E - Existing Conditions Map




Per land use and ownership March 7, 2025

**Exhibit F - Proposed Master Plan Amended Area for School**



# ZONING VARIANCE APPLICATION

*To Board of Zoning Appeals*
Dept. of Safety & Inspections
Zoning Section
375 Jackson St., Suite 220
Saint Paul, MN 55101-1806
(651) 266-9008

*To Planning Commission*
Dept. of Planning & Econ. Dev.
Zoning Section
1400 City Hall Annex, 25 W 4th St.
Saint Paul, MN 55102-1634
(651) 266-6583

Zoning Office Use Only
File # _____
Fee Paid $ _____
Received By / Date _____
Tentative Hearing Date _____

**APPLICANT**

Name The Friends of Nova Classical Academy
*(must have ownership or leasehold interest in the property, contingent included)*
Address 1455 Victoria Way City St. Paul State MN Zip 55102
Email JPrins@novaclassical.org Phone 651-209-6320
Name of Owner (if different) Nova Classical Academy Email _____
Contact Person (if different) _____ Email _____
Address _____ City _____ State _____ Zip _____

**PROPERTY INFO**

Address / Location Undeveloped pie-shaped parcel north of 1455 Victoria Way
PIN(s) & Legal Description PID: 142823210064. See the attached exhibit containing the legal description.
*(attach additional sheet if necessary)*
_____ Lot Area ~1.14 Acres Current Zoning T3M

**VARIANCE REQUEST:** Application is hereby made to the Board of Zoning Appeals (or to the Planning Commission with another zoning application) for variance from the following section(s) of the Zoning Code Sec. 66.331. Density and dimensional standards table - regarding floor area ratio (FAR). . State the requirement and variance requested. The applicant requests a reduction in the FAR density standard minimum from .5 to .39 due to practical difficulties arising from circumstances unique to the property.

**SUPPORTING INFORMATION:** Explain or demonstrate the following. Attach additional sheets if necessary.

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.
   **See the attached narrative providing supporting information for Items 1-4.**

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

4. The variance will not alter the essential character of the surrounding area.

☒ Required site plan is attached

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

**Applicant's Signature** _____ **Date** 6-26-25

Rev 7.4.2019

BLOOM
HAY DOBBS

Milwaukee Headquarters
10501 W. Research Drive
Suite 100
Milwaukee, WI 53226
P: 414-771-3390
F: 414-771-4490

Madison Branch
406 Science Drive
Suite 204
Madison, WI 53711
P: 608-819-8511

Minneapolis Branch
7825 Washington Ave S
Suite 635
Minneapolis, MN 55439
P: 952-686-6511

Chicago Branch
150 N. Wacker Drive
Suite 1650
Chicago, IL 60606
P: 312-876-9500

Dixon Branch
101 W. 1st Street
Suite 502
Dixon, IL 61021
P: 815-846-4680

Boston Branch
265 Franklin Street
Suite 1702
Boston, MA 02110
P: 617-963-5178

7 July 2025

Applicant

Thomas Dobbs, R.A., Vice President
Bloom Hay Dobbs
2324 University Ave. S., Suite 200
St. Paul, MN 55114
tdobbs@bloomcos.com
612-338-4590

-on behalf of-

The Friends of Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102
Attention: Jesse Prins, Facility Manager
jprins@novaclassical.org
651-209-6320

To

Planning Commission
City of St. Paul, Planning and Economic Development
City Hall Annex, 25 W 4th Street, Suite 1300
Saint Paul, MN 55102
651-266-6565

Subject: Variance Request for FAR Density Reduction Associated with 1455 Victoria Way

Dear Planning Commissioners:

Please accept our application packet on behalf of the Friends of Nova Classical Academy, for a request for a variance reducing the floor area ratio (FAR) density standard in the T3M zoning district for the proposed project associated with Nova Classical Academy at 1455 Victoria Way, St. Paul, MN, on behalf of Nova Classical Academy. The project is located at the 1.14-acre triangular parcel north of the school (PID 142823210064). The applicant requests a reduction in the FAR density standard (Sec. 66.331) due to practical difficulties arising from circumstances unique to the property.

Please contact me if I can provide clarification regarding anything in our application packet or to share comments.

Sincerely,

Thomas Dobbs, RA, CID, NCARB, LEED AP

Vice President, Bloom Hay Dobbs

Zoning Variance Application – Supporting Information

Variance Requested: Decrease in minimum Floor Area Ratio (FAR) from 0.5 to 0.39

Applicant: The Friends of Nova Classical Academy

Project: Two-Story Educational Building with Storm Shelter

Address: [No Address – PID 142823210064]; associated with 1455 Victoria Way

Zoning District: T3 Traditional Neighborhood with Master Plan Overlay (T3M)

Project Summary

I. Project Summary

Nova Classical Academy proposes to construct a 19,598 gross square feet two-story educational facility on a ~1.14-acre triangular parcel (PID 142823210064) immediately north of its existing school building. The building will contain an ICC-500 compliant storm shelter—mandated by Minnesota State Building Code for all new school construction within a designated high-wind zone—along with instructional and support spaces. Currently, the school lacks a storm shelter but has an agreement with Shalom Home for emergency sheltering. This project is not intended nor planned to increase enrollment or staffing, but rather to address safety needs and enhance the school's instructional environment.

The proposed project will feature a shelter area, locker rooms and restrooms associated with the storm shelter, office space, meeting space, flexible classroom space, and accessory areas. Within the shelter, two practice courts will serve dual purposes as flexible spaces, supporting physical education classes and providing indoor recess options during inclement weather. A fitness mezzanine area will offer an elevated view of the shelter's main floor. Furthermore, the project includes a minor interior renovation in the existing school building.

The new school building's main entrance will be oriented towards the existing school on Mercer Way. A skyway, clad in metal panels with appropriately sized windows, will bridge Mercer Way, connecting the two buildings from a central location on the second floor of each building. The existing school facility, located at 1455 Victoria Way on a 3.11-acre parcel (PID 142823210063), includes an 89,214-square-foot, three-story structure that includes a soccer field and playground. The existing building's facade is made up of colored precast concrete and curtainwall.

The proposed new building facade will define its character through the incorporation of precast concrete in various colors and patterns, metal panels, curtain walls, and windows. This design choice aims to echo the adjacent school building's facade. Precast concrete was selected as the primary envelope material, as it satisfies ICC-500 storm shelter structural and code requirements while establishing a visual connection with the existing school facade. The incorporation of multiple roof lines will enhance visual appeal. Pedestrian-scale glazing, employing "blocks of material types," will generate visual interest and a sense of entry, defining the main entry on the first level of Mercer Street. The strategic use of additional colors and textures will further divide the building form into smaller "blocks" to create visual interest and relate to a human scale.

An attractively landscaped site, complete with sidewalks, a shallow storm water detention pond, a parking area, sidewalks, bike parking, plantings, and screening, will revitalize the currently undeveloped lot. The new bus drop-off and pick-up parking area, situated adjacent to the storm shelter, aims to improve neighborhood conditions by alleviating traffic congestion on Mercer Way and Madson Street during student arrival and dismissal times, thereby enhancing student safety. It is important to note that the parking area will not be used for bus storage but may serve as vehicular parking for the school when not in use for arrival and dismissal. An accessible pedestrian route will seamlessly connect the parking area, building entrances, and sidewalks along Mercer Way. The angled one-way-style parking area may provide overflow vehicle parking for the school during times when buses are not required.

The existing school and the proposed building are within the City of St. Paul's T3 with Master Plan (T3M) - traditional neighborhood district. A K-12 School (Institutional/Civic use) is a permitted use within the zoning district ordinance. The proposed development falls slightly short of the minimum FAR required in the T3 zoning district for the new development. The zoning code mandates a minimum FAR of 0.5. (Refer to the exhibits attached for a map of the zoning district.)

The site proposed to be developed is bounded on all sides by public streets — Kay Avenue, Madson Street, and Mercer Way — and is characterized by an irregular triangular geometry. Additionally, the subject parcel includes capped contamination in accordance with Minnesota Pollution Control Agency (MPCA) guidelines which limit the depth of excavation and new development, limiting the depth of the pond. These features result in significant limitations that prevent conventional compliance with the FAR zoning minimum requirement. The city utilities also have a limited depth which impacts the possible depth of the stormwater pond, causing it to be shallow and take up a significant area on the site. The City has a water and utility easement five feet wide inside the property line at the entire perimeter of the proposed parcel to be developed, which functions similar to right-of-way, adding to the difficulty of achieving the prescribed minimum FAR.

The project, as proposed, appears to achieve a FAR of 0.39, triggering this variance request. This minor deviation arises from a combination of pre-existing site conditions and legal restrictions that prevent further vertical or subterranean development.

The FAR calculation for the new building and the triangular parcel is as follows: 19,598/49,819 (GSF) = .39.

1. The parcel area is ~49,819 as indicated on the certified survey.
2. The proposed building footprint is 13,829 square feet. There is no room to increase the building footprint given the site constraints and design.
3. The square footage for the city's five-foot perimeter easement is 4,500 square feet. No part of the building can be built within the easement.
4. The stormwater pond has an approximate area of 8,008 square feet. The site's surrounding area is graded down toward the pond. The pond size cannot effectively be reduced.
5. The bus parking lot is approximately 11,372 square feet to the back of the curb. This lot cannot be reduced and at the same time accommodate all of the buses for the student arrival and dismissal time.
6. Required landscaping and screening and the skyway supports comprise the remaining site. These areas cannot be effectively reduced to increase the building footprint.

The existing school building appears to have a Floor Area Ratio (FAR) of 0.66, calculated by dividing its area of 89,214 square feet by the lot size of 135,846 square feet. Upon completion of the new facility and its integration with the existing lot, the entire campus complex is projected to have a combined FAR of 0.59. We respectfully request that this information be taken into consideration as you review our FAR variance request.

The project provides the following benefits to the community:

- It advances sustainability, resilient infrastructure, and people-centered design.
- It promotes equity by offering a tuition-free K–12 option in a growing and diverse neighborhood.
- It adds value to underutilized land with a high-performing school that enhances the area's livability.

This application respectfully requests a decrease in the minimum Floor Area Ratio (FAR) from 0.5 to 0.39 due to practical difficulties unique to the property and not caused by the Owner, as outlined in the supporting information that follows. The overall school campus (combined) will achieve a FAR of .59.

(Related): The project is also subject to separate entitlements including requests for a master plan amendment, a skyway clearance reduction, an air rights vacation, an encroachment permit, and variance requests for a setback increase, a parking lot frontage width increase, a parking lot yard location exception, a facade opening reduction, and an interior parking landscaping exception, addressed separately.

Required Findings

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.

   Practical difficulties existing to achieving the FAR density minimum of .5 due to the following:

   Contamination capped on site limits the depth of the stormwater pond and piping needed to comply with the city's stormwater requirements. Thus, the stormwater pond has an increase in surface area than would otherwise be needed. The contamination is a pre-existing site limitation not caused by the Owner, which would limit the depth of any improvements at the site

   The lot's irregular pie shape configuration impacts the area able to be used for the new building and site improvements such as the parking area, which is a pre-existing site limitation not caused by the Owner. The site irregular site configuration would impact any improvements at the site.

   Given these conditions, it is practically infeasible to increase the building's floor area to meet the 0.5 FAR threshold without triggering significant safety, environmental, or operational concerns. The proposed FAR of 0.39 reflects the maximum reasonable buildout possible under these circumstances.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

   The capped contamination is a pre-existing site limitation not caused by the Owner, which limits the depth of any improvements at the site. This limitation increases the overall surface area of the stormwater pond. The shallow depth of the stormwater utility main also poses a similar limitation

on the stormwater pond's depth. The contamination cap and shallow stormwater main will limit and impact any improvements at the site.

The irregular pie shape lot configuration impacts the area able to be used for the new building and site improvements such as the parking area, which is a pre-existing site limitation not caused by the Owner. The irregular site configuration will limit and impact any improvements at the site.

Further, bus parking requires a large parking lot to accommodate buses and their turning radii, reducing the area available for a building, which also reduces the achievable FAR. Structured parking and/or underground parking are not reasonably achievable due to site limitations from contamination, the site's irregular shape and size, and the geometry required for buses.

The need for adequate area for buses, the site's irregular shape, a shallow stormwater main, and the contamination are not created by the Owner.

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

Nova Classical Academy K-12 school is seeking to enhance an underutilized lot with a civic improvement that aligns with the Zoning District's permitted uses. This project is intended to benefit not only our students, faculty, and staff, but also the broader community. The addition supports existing operations without increasing enrollment or staffing and is entirely consistent with both the permitted use table and the district's overarching goals of mixed-use, pedestrian-friendly, community-serving development.

The proposed improvements are designed to alleviate traffic congestion during school arrival and dismissal times, which will benefit the neighborhood. Moreover, the new construction will feature appealing architectural design and landscaping, thus enhancing the overall aesthetic of the neighborhood.

The subject parcel is within the City of St. Paul's T3 with Master Plan (T3M) - zoning district. The T3 district is a traditional neighborhood district, and a K-12 School (Institutional/Civic use) is a permissible use within the zoning ordinance. Importantly, the variance does not authorize any non-permitted use; it solely facilitates site planning necessary for a permitted civic function in a constrained site context.

As a permitted use in the zoning district, the school building harmonizes with the zoning code's general intent and purpose, as indicated below.

*T3 Zoning District Intent: (Reference Sec. 66.314)*
*The T3 traditional neighborhood district provides for higher-density pedestrian- and transit-oriented mixed-use development. It is designed for development or redevelopment of land on sites large enough to support:*

a) *A mix of uses, including residential, commercial, civic and open space uses in close proximity to one another;*
b) *A mix of housing styles, types and sizes to accommodate households of varying sizes, ages and incomes;*
c) *A system of interconnected streets and paths that offer multiple routes for motorists, pedestrians and bicyclists, and are connected to existing and future streets;*
d) *A system of open space resources and amenities; and incorporation of environmental features into the design of the neighborhood.*

*The T3 district is also intended for smaller sites in an existing mixed-use neighborhood center where some of the above elements already exist, or in an area identified in the comprehensive plan as a potential "urban village" site. The above elements may be found within the T3 district or adjacent to it; the intent is that all would be present within a reasonable walking distance*.

The school provides a valuable resource for the neighborhood as a K-12 public charter school option. The T3 district encourages higher-density, pedestrian-friendly mixed-use development, including civic and institutional (inclusive of K-12 school) uses. The proposed variance benefits the neighborhood and meets the intent of the T3 Zoning district by providing:

- A mix of uses, including civic and residential elements. The school complements the predominantly residential area and other uses, adding the diversity of uses needed for an "urban village".
- A pedestrian-friendly environment with improved pathways and transit access.
- A safe and sustainable urban development.

City zoning ordinances are an extension of the City's adopted Comprehensive Plan per Minnesota Statutes. The City of St. Paul 2040 Comprehensive Plan recommends people centered land use policies that provide for the flexible and adaptable implementation of Zoning Ordinances, most notably policy LU-7 which call for flexible zoning to respond to changes, conditions, and opportunities, and LU-33 which promotes amenities for neighborhood scale Institutional uses, to include schools.

The variance requests for this project are supported by the following Opportunities, Core Values, Focus Areas, Priorities, Goals, and Policies contained in the City of St. Paul 2040 Comprehensive Plan:

*Challenges and Opportunities*

*Equity – How we grow, develop and invest over the next 20 years must be done in a way that reduces racial disparities in jobs, income, housing cost burden, education and homeownership.*

*Economic development – To address our equity, diversity and growth goals, the City and its economic development partners must capture innovations in the marketplace (including service delivery, job training, education and new business sectors) that lead to a growing, adapting, strong local and regional economy. Saint Paul's racial and ethnic diversity is a unique asset that should be tapped to fuel economic growth, especially as it brings innovative economic models to our neighborhoods.*

*Fostering the next generation – If a city is going to grow, innovate and prosper, it must provide opportunities for its youth to grow, innovate and prosper. The same physical systems that need to accommodate an aging population need to accommodate a young population. This is especially important in the areas of education and employment and innovation.*

*Core Values*

*Equity and opportunity. We are a city where opportunities in education, employment, housing, health and safety are equitably distributed and not pre-determined by race, gender identity, sexual orientation or age; we are a city that creates opportunities for all residents to achieve their highest potential.*

***People-centered.*** *We are a city that puts people first, recognizes and celebrates our complex and interrelated histories, and treasures our young and older residents as integral members of our community.*

*Focus Areas*

***Equitable*** *cities create opportunities for all residents to achieve their highest potential. How Saint Paul grows, develops and invests over the next 20 years must be done in a way that reduces racial disparities in jobs, income, education and homeownership.*

***Urban design*** *is the thoughtful arrangement of the public realm, or the public spaces between buildings (including parks, streets and sidewalks). Good urban design – the interaction between private development and public space – fosters activity, connection, beauty, safety, and economic value.*

*Priorities*

***Livability, equity and sustainability.*** *When we asked about regional themes established by the Metropolitan Council, you said livability, equity and sustainability are the most important for Saint Paul. Other regional themes we will incorporate into the updated Comprehensive Plan include prosperity and stewardship.*

*Land Use Chapter*

*Goals*

*5. Infrastructure for all ages and abilities.*

*6. Efficient, adaptable and sustainable land use and development patterns and processes.*

*8. People-centered urban design.*

*Policies*

*Policy LU-5. Encourage flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities*

*Policy LU-7. Use land use and zoning flexibility to respond to social, economic, technological, market and environmental changes, conditions and opportunities*

*Policy LU-9. Promote high-quality urban design that supports pedestrian friendliness and a healthy environment, and enhances the public realm.*

*Policy LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.*

To summarize, the project is a permitted use in the City of St. Paul's Zoning Code and is supported by the 2040 Comprehensive Plan Values, Focus Areas, Priorities, Goals, and Policies. Refer to the map exhibit included for a visual representation of the zoning district.

4. The variance will not alter the essential character of the surrounding area.

The subject property is located adjacent to open spaces and apartment complexes with parking areas, an assisted living facility with a parking area, a community garden, townhomes, and a co-op grocery store with a parking area. The existing school is adjacent to Victoria Park. The proposed use is permitted in the zoning district, and the school is a valuable contribution to the neighborhood.

A slight reduction to the minimum FAR from a minimum of .5 to .39 will not have a negative impact the character of the neighborhood. For example, the neighborhood includes a co-op grocery store, a valued neighborhood anchor, with an apparent FAR of .25 (13,574/53,578.8 SF – Data source: Ramsey County Property Online Data).

The proposed use is consistent with the existing building and will not be injurious to neighbors; rather, the improvements will transform a vacant lot into an active beneficial use. The proposed building is attractive and consistent with the applicable building design requirements, except as indicated in the entitlements requested.

## Conclusion

The applicant respectfully requests that the Board of Zoning Appeals approve the requested FAR variance. This minor modification is justified by substantial practical difficulties and unique site conditions and will enable a safe, code-compliant, and aesthetically appropriate development that benefits both the school and the surrounding community.

The proposed FAR of 0.39 reflects the highest achievable density given the environmental and spatial constraints of the site, and the project as a whole is consistent with the zoning code's intent and the City's broader planning vision.

Please see the enclosed images which demonstrate that the planned improvements will not alter the essential character of the neighborhood. Also reference the attached maps and drawings.

## Attached:

1. Certified Site Survey
2. Drawing Sheet: Proposed Architectural Site Plan (for reference only)
3. Nova Classical Academy & Shalom Home Evacuation Agreement
4. Project Location Map
5. Enlarged Project Location Map
6. Principal Zoning Map
7. Overlay Zoning Map

*(Continued on next page.)*

## Neighborhood Images



*Nova Classical Academy's existing school building viewed from Victoria Way*



*Nova Classical Academy viewed from Victoria Way*



*Nova Classical Academy along Mercer Way and Madson Street.; image taken from the subject parcel.*



*Nova's building (gymnasium) and Nova's turf field in the foreground with Shalom apartments and Mississippi Market co-op parking area and store in the background.*



*Victoria Apartments and Nova Classical Academy from Kay Ave.*



*View of Nova Classical Academy and Nova's turf field, from Kay Ave.*



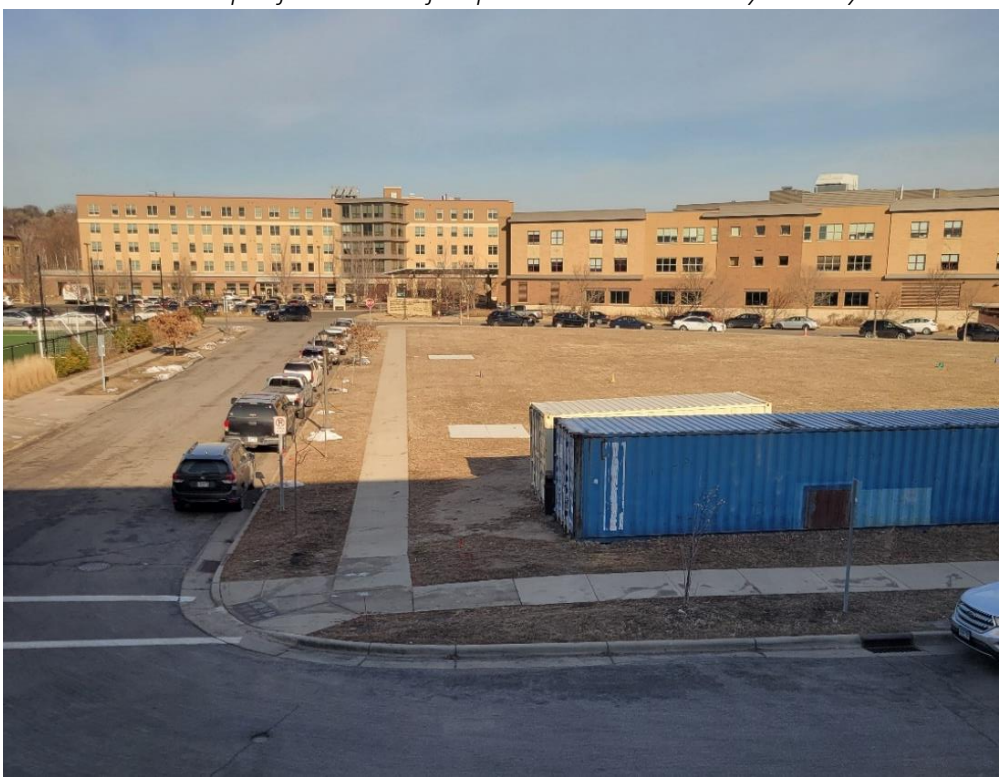

*Shalom Campus from Kay Ave.*




*Shalom Campus from Madson Way and Kay Ave.*



*Shalom Campus from the subject parcel near Mercer Way and Kay Ave.*



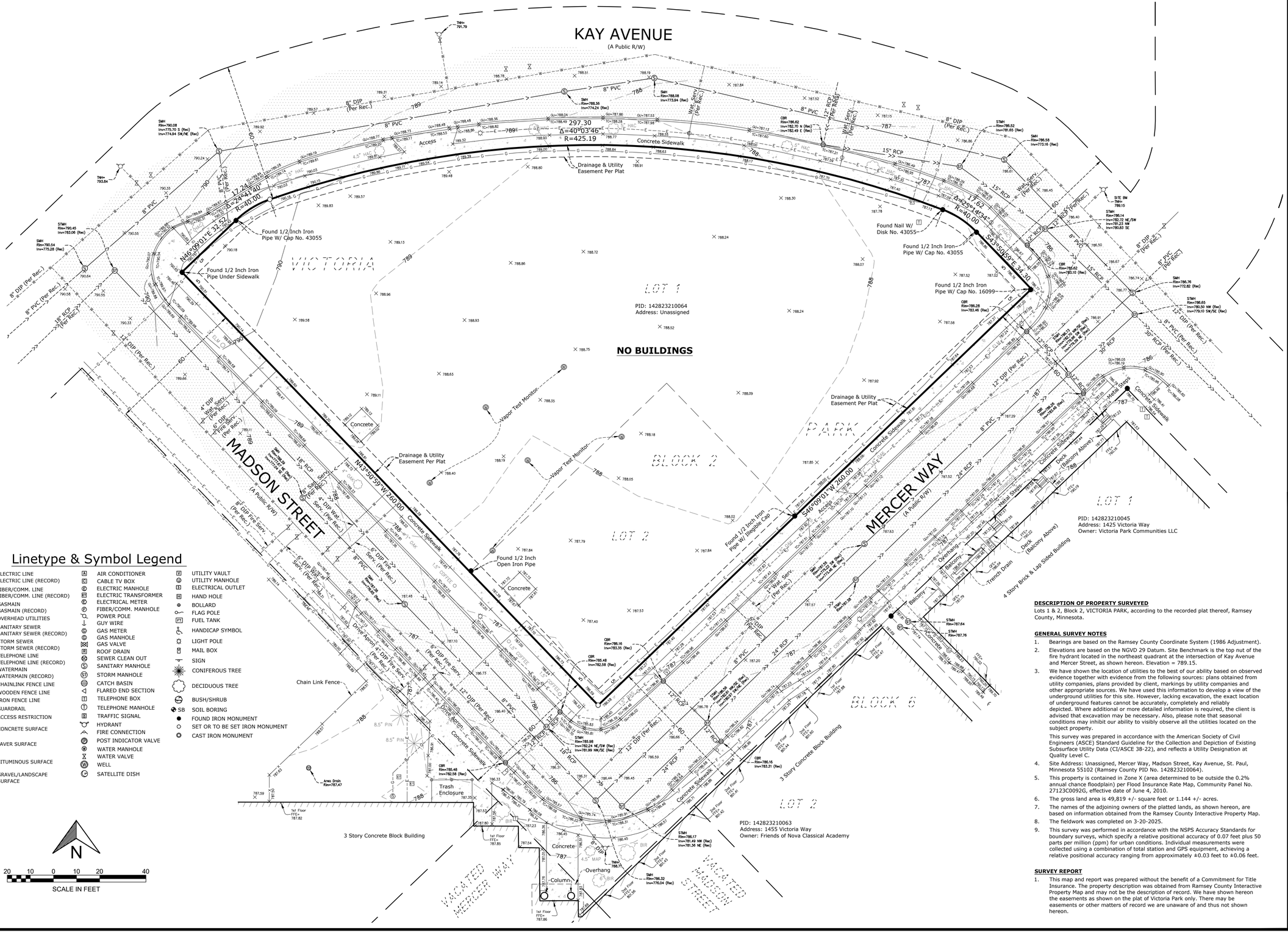
*Shalom Campus and the subject parcel from the corner of Madson Way and Mercer Street.*



*Townhomes and apartments to the northeast from Madson Street, viewed from across the subject undeveloped subject parcel.*

Attachments:

1. Certified Site Survey
2. Drawing Sheet: A100 - Architectural Site Plan
3. Drawing Sheet: C200 - Grading Plan
4. Context Map: Project Location Map
5. Context Map: Enlarged Aerial Image Project Location Map
6. Context Map: Principal Zoning Map
7. Context Map: Zoning Overlay Map
8. Context Map: Roadway Classification and Yard Map


KAY AVENUE
(A Public R/W)
MADSON STREET
(A Public R/W)
MERCER WAY
(A Public R/W)
VICTORIA
PARK
LOT 1
PID: 142823210064
Address: Unassigned
NO BUILDINGS
LOT 2
PID: 142823210045
Address: 1425 Victoria Way
Owner: Victoria Park Communities LLC
LOT 2
PID: 142823210063
Address: 1455 Victoria Way
Owner: Friends of Nova Classical Academy
BLOCK 2
BLOCK 6
Found 1/2 Inch Iron Pipe W/ Cap No. 43055
Found 1/2 Inch Iron Pipe Under Sidewalk
Found Nail W/ Disk No. 43055
Found 1/2 Inch Iron Pipe W/ Cap No. 16099
Found 1/2 Inch Iron Pipe N/ Illegible Cap
Found 1/2 Inch Open Iron Pipe
Drainage & Utility Easement Per Plat
Vapor Test Monitor
Concrete Sidewalk
Access
Chain Link Fence
Trash Enclosure
3 Story Concrete Block Building
4 Story Brick & Lap Sided Building
Overhang
Balcony
Deck (Balcony Above)
Trench Drain
Metal Steps
Area Drain
Column
Concrete
Asphalt
Curb & Gutter
Retaining Wall
Wall Serv. (Per Rec.)
Fire Serv. (Per Rec.)
Drive Apron
Concrete Apron
Vacated Mercer Way
Vacated Madson Street
297.30
Δ=40°03'46"
R=425.19
17.24
Δ=24°41'40"
R=40.00
17.62
Δ=25°14'34"
R=40.00
N46°09'01"E 32.52
S43°50'59"E 324.30
N43°50'59"W 260.00
S46°09'01"W 260.00
8" DIP (Per Rec.)
8" PVC
8" PVC (Per Rec.)
12" DIP (Per Rec.)
15" RCP
18" RCP
24" RCP
30" RCP
12" RCP (Per Rec.)
30" RCP (Per Rec.)
4" DIP Wat. Serv. (Per Rec.)
6" DIP Fire Serv. (Per Rec.)
4" DIP Fire Serv. (Per Rec.)
SITE BM
TNH= 789.15
TNH= 790.79
TNH= 793.84
SMH Rim=790.09 Inv=775.70 S (Rec) Inv=774.94 SW/NE (Rec)
SMH Rim=790.45 Inv=783.06 (Rec)
SMH Rim=790.54 Inv=779.28 (Rec)
SMH Rim=788.56 Inv=774.24 (Rec)
SMH Rim=788.08 Inv=773.94 (Rec)
STMH Rim=786.52 Inv=781.85 (Rec)
SMH Rim=786.58 Inv=773.16 (Rec)
STMH Rim=786.14 Inv=782.72 NE/SW Inv=781.23 NW Inv=780.85 SE
STMH Rim=786.76 Inv=777.82 (Rec)
STMH Rim=786.65 Inv=779.50 NW (Rec) Inv=779.10 SW/SE (Rec)
STMH Rim=785.08 Inv=782.24 NE/SW (Rec) Inv=781.99 NW/SE (Rec)
STMH Rim=785.48 Inv=782.58 (Rec)
STMH Rim=786.17 Inv=781.49 NW (Rec) Inv=781.36 NE (Rec)
STMH Rim=786.32 Inv=778.04 (Rec)
CBR Rim=786.62 Inv=782.70 N (Rec) Inv=782.49 E (Rec)
CBR Rim=786.62 Inv=783.10 (Rec)
CBR Rim=786.28 Inv=783.46 (Rec)
CBR Rim=786.16 Inv=783.35 (Rec)
CBR Rim=786.16 Inv=783.31 (Rec)
CBR Rim=786.46 Inv=784.06 (Rec)
STMH Rim=787.64
STMH Rim=787.76
STMH Rim=786.30
1st Floor FFE= 790.00
2nd Floor 800.14
2nd Floor 800.42
2nd Floor 800.43
2nd Floor 800.46
1st Floor FFE= 787.82
1st Floor FFE= 787.85
1st Floor FFE= 787.54
1st Floor FFE= 787.66
1st Floor FFE= 787.23
1st Floor FFE= 787.29
1st Floor FFE= 787.20
1st Floor FFE= 787.57
1st Floor FFE= 787.78
1st Floor FFE= 787.40
1st Floor FFE= 787.63
1st Floor FFE= 787.15
1st Floor FFE= 787.21
1st Floor FFE= 786.86
1st Floor FFE= 786.45
1st Floor FFE= 786.40
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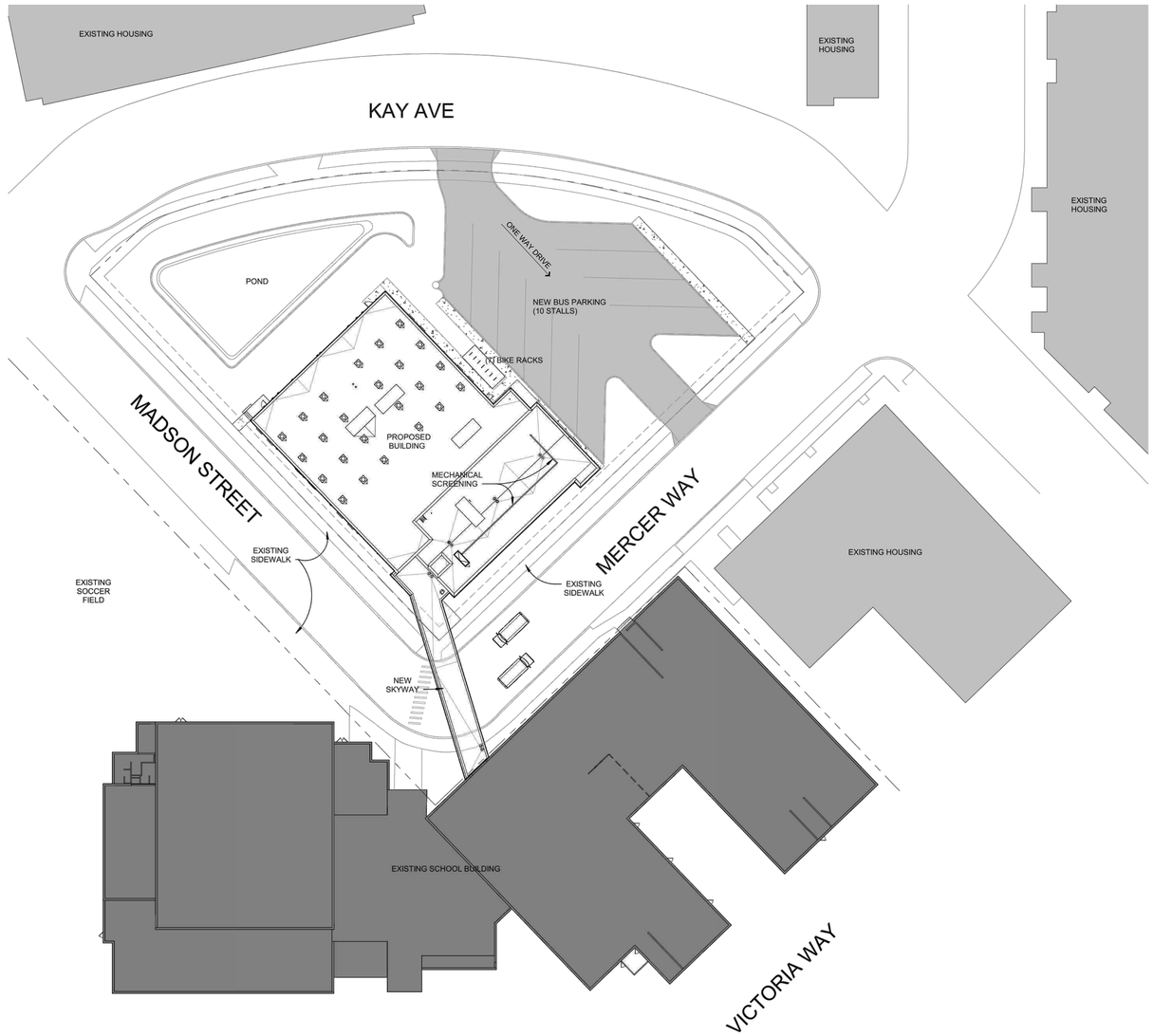


1 SITE PLAN
1" = 30'-0"

PROJECT N TRUE

BLOOM HAY DOBBS

Midtown Commons
2324 University Ave. W.,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4960

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME

SIGNATURE

LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**ARCHITECTURAL SITE PLAN**

SHEET NUMBER:
**A100**

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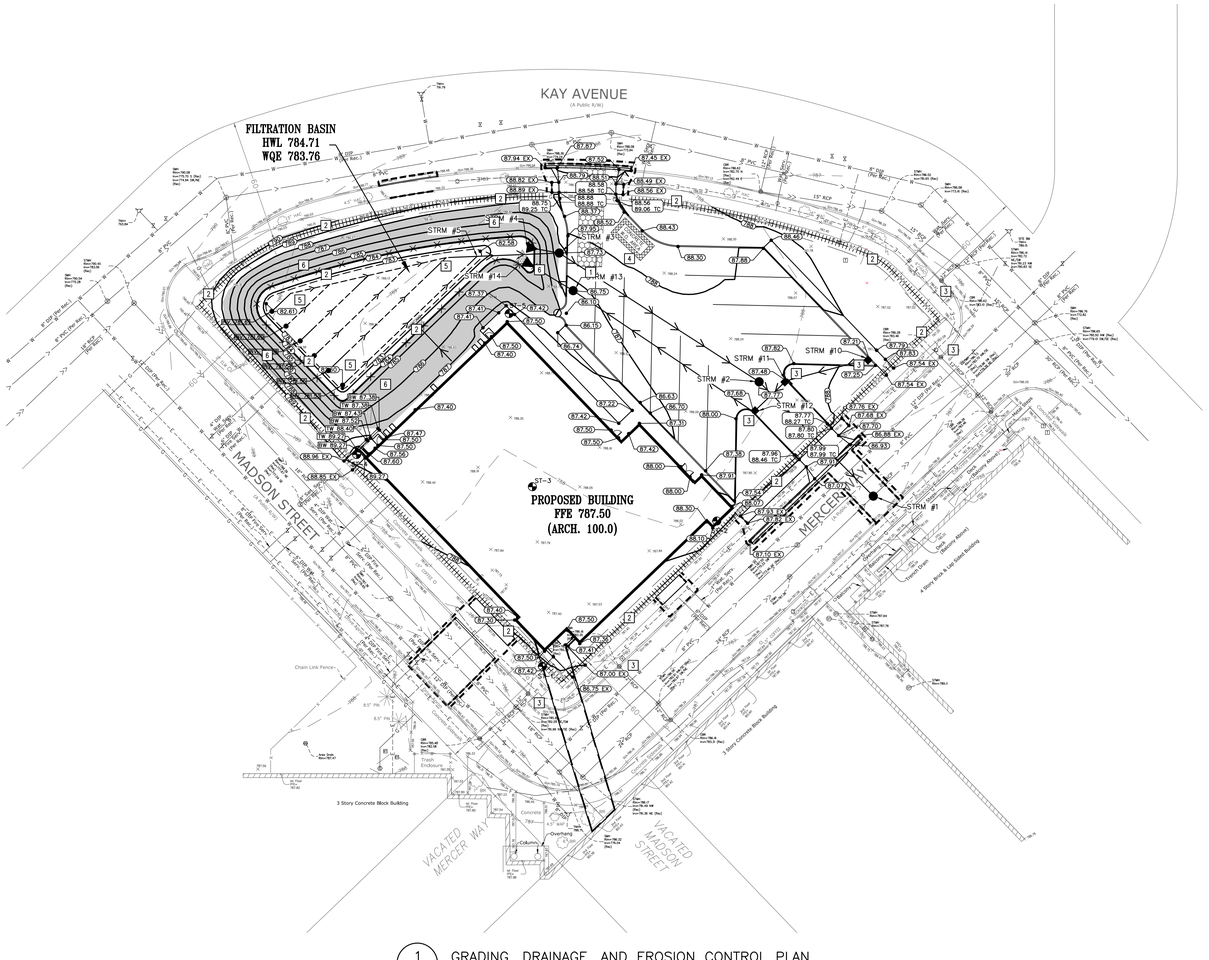



1 / C200 GRADING, DRAINAGE, AND EROSION CONTROL PLAN
1" = 30'

## EROSION CONTROL NOTES:

1. ALL EROSION CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OPERATIONS. THE CITY ENGINEERING DEPARTMENT **AND CAPITOL REGION WATERSHED DISTRICT** MUST BE NOTIFIED UPON COMPLETION OF THE INSTALLATION OF THE REQUIRED EROSION CONTROL FACILITIES AND PRIOR TO ANY GRADING OPERATION BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY **AND CAPITOL REGION WATERSHED DISTRICT**. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
2. ANY EROSION CONTROL FACILITIES DEEMED NECESSARY BY THE CITY **OR CAPITOL REGION WATERSHED DISTRICT**, BEFORE, DURING, OR AFTER THE GRADING ACTIVITIES, SHALL BE INSTALLED AT THEIR REQUEST.
3. NO DEVIATIONS SHALL BE MADE FROM THE ELEVATIONS SHOWN ON THE APPROVED GRADING PLAN WITHOUT PRIOR APPROVAL FROM THE CIVIL ENGINEER.
4. FOR SITES GREATER THAN 1.0 ACRE, AS REQUIRED BY THE MPCA PERMIT REQUIREMENTS, THE PERMIT APPLICANT MUST KEEP AN EROSION CONTROL INSPECTION LOG. INSPECTION MUST BE MADE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT. THE INSPECTION RECORD MUST BE MADE AVAILABLE TO THE CITY **AND CAPITOL REGION WATERSHED DISTRICT** WITHIN 24 HOURS OF REQUEST.
5. FLOWS FROM DIVERSION CHANNELS OR PIPES (TEMPORARY OR PERMANENT) SHALL BE ROUTED TO SEDIMENTATION BASINS OR APPROPRIATE ENERGY DISSIPATERS TO PREVENT TRANSPORT OF SEDIMENT TO OUTFLOW TO LATERAL CONVEYORS AND TO PREVENT EROSION AND SEDIMENTATION WHEN RUNOFF FLOWS INTO THESE CONVEYORS.
6. SITE ACCESS ROADS SHALL BE GRADED OR OTHERWISE PROTECTED WITH SILT FENCES, DIVERSION CHANNELS, OR DIKES AND PIPES TO PREVENT SEDIMENT FROM EXITING THE SITE VIA THE ACCESS ROADS. SITE-ACCESS ROADS/DRIVEWAYS SHALL BE SURFACED WITH CRUSHED ROCK WHERE THEY ADJOIN EXISTING PAVED ROADWAYS.
7. SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES OR EQUIPMENT SHALL BE CLEANED DAILY FROM PAVED ROADWAY SURFACES, OR MORE FREQUENTLY IF REQUESTED BY THE CITY **OR CAPITOL REGION WATERSHED DISTRICT**, THROUGHOUT THE DURATION OF CONSTRUCTION.
8. DUST CONTROL MEASURES SHALL BE PERFORMED PERIODICALLY WHEN CONDITIONS REQUIRE AND/OR AS DIRECTED BY THE CITY **OR CAPITOL REGION WATERSHED DISTRICT**.
9. ALL EROSION CONTROL MEASURES SHALL BE USED AND MAINTAINED FOR THE DURATION OF SITE CONSTRUCTION. IF CONSTRUCTION OPERATIONS OR NATURAL EVENTS DAMAGE OR INTERFERE WITH THESE EROSION CONTROL MEASURES, THEY SHALL BE RESTORED TO SERVE THEIR INTENDED FUNCTION AT THE END OF EACH DAY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
10. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS SOON AS POSSIBLE. ANY AREAS WHICH HAVE BEEN FINISHED GRADED OR AREAS THAT HAVE BEEN DISTURBED AND FOR WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY SHALL BE SEEDED AND MULCHED AS SET FORTH IN THE FOLLOWING PARAGRAPHS WITHIN 7 DAYS:
    - A. ALL SEEDED AREAS SHALL BE EITHER MULCHED AND DISC-ANCHORED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION. TEMPORARY STRAW MULCH SHALL BE DISC-ANCHORED AND APPLIED AT A UNIFORM RATE OF NOT LESS THAN TWO TONS PER ACRE AND NOT LESS THAN 80% COVERAGE.
    - B. IF THE GRADED AREA IS ANTICIPATED TO BE RE-DISTURBED/DEVELOPED WITHIN SIX MONTHS, PROVIDE A TEMPORARY VEGETATIVE COVER CONSISTING OF MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) SEED MIXTURE 21-111 (OATS), OR 21-112 (WINTER WHEAT), AT A RATE OF 100 POUNDS PER ACRE.
    - C. IF GRADED AREA WILL NOT BE DEVELOPED FOR A PERIOD GREATER THAN SIX MONTHS, PROVIDE A SEMI-PERMANENT VEGETATIVE COVER OF SEED MIXTURE MNDOT 22-112 AT A RATE OF 40 POUNDS PER ACRE.
    - D. GRADING BONDS OR THE EQUIVALENT SECURITIES SHALL BE RETAINED UNTIL TURF HAS GERMINATED AND SURVIVED A 60-DAY GROWING PERIOD.
    - E. UNLESS SPECIFIED ELSEWHERE WITHIN THE CONSTRUCTION DOCUMENTS **(I.E. ARCHITECTURAL SITE PLAN OR LANDSCAPE PLAN)**, PERMANENT TURF RESTORATION SHALL CONSIST OF **MN/DOT SEED MIXTURE 25-131 (COMMERCIAL TURF GRASS) AT A RATE OF 220 POUNDS PER ACRE.**
    - F. WHENEVER OTHER EROSION AND SEDIMENT CONTROL PRACTICES ARE INADEQUATE, TEMPORARY ON-SITE SEDIMENT BASINS THAT CONFORM TO THE CRITERIA FOR ON-SITE DETENTION BASINS SHALL BE PROVIDED.
    - G. MULCH, HYDROMULCH, AND TACKIFIERS MAY NOT BE USED FOR STABILIZATION IN SWALES OR DRAINAGE DITCHES UNLESS THE LONGITUDINAL SLOPE IS LESS THAN 2 PERCENT.
    - H. RUNOFF SHALL BE PREVENTED FROM ENTERING ALL STORM SEWER CATCH BASINS PROVIDING THEY ARE NOT NEEDED DURING CONSTRUCTION. WHERE STORM SEWER CATCH BASINS ARE NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION, SEDIMENT PROTECTION DEVICES AS DETAILED SHALL BE INSTALLED AND MAINTAINED AROUND ALL CATCH BASINS UNTIL THE TRIBUTARY AREA TO THE CATCH BASIN IS RESTORED.
11. GRADING ACTIVITIES PROPOSED TO BEGIN AFTER OCTOBER 15 WILL REQUIRE AN APPROVED PHASING SCHEDULE. THE AREA OF LAND THAT THE CITY WILL ALLOW TO BE DISTURBED AT THIS TIME OF YEAR WILL BE SEVERELY LIMITED. THE CITY WILL ALSO REQUIRE ADDITIONAL EROSION CONTROL DEVICES, I.E., TEMPORARY SEDIMENT BASINS, DORMANT SEEDING AND HIGH RATES OF APPLICATION OF BOTH SEED AND MULCH.
12. FILTER BLANKET AND RIPRAP SHALL BE INSTALLED ON THE DOWNSTREAM SIDES OF ALL STORM SEWER OUTLETS WITHIN 24 HOURS AFTER CONSTRUCTION AS INDICATED AND DETAILED. ALL RIPRAP SHALL BE INSTALLED WITH A FILTER MATERIAL MEETING THE MNDOT SPECIFICATIONS FOR RIPRAP AND FILTER MATERIAL.
13. TO MINIMIZE EROSION, ALL 3:1 SLOPES SHALL BE COVERED WITH A MN/DOT 3885 CATEGORY 20 STRAW EROSION CONTROL BLANKETS OR STAKED SOD.
14. ACCUMULATION OF ALL SEDIMENT OCCURRING IN STORM SEWERS AND CURB LINE SHALL BE REMOVED PRIOR TO, DURING, AND AFTER COMPLETION OF GRADING ACTIVITIES.
15. EROSION CONTROL ITEMS AND DEVICES SHALL BE REMOVED ONLY AFTER THE AREA HAS RECEIVED FINAL STABILIZATION OR AS DIRECTED BY THE CITY **AND/OR CAPITOL REGION WATERSHED DISTRICT.**

## GRADING NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
2. THE BACKGROUND INFORMATION WAS PREPARED BY CIVIL SITE GROUP, (612) 615-0060.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR, IF MAPPED, ARE SHOWN CORRECTLY. CONTACT GOPHER STATE ONE CALL AT 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
4. PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
5. NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.
6. ALL SPOT ELEVATIONS SHOWN AS 88.30, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 788.30.
7. ALL SPOT ELEVATIONS ALONG THE CURB-LINE INDICATE THE ELEVATION OF THE GUTTER UNLESS NOTED OTHERWISE.
8. NO LANDSCAPED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.
9. ACCESSIBLE PARKING AREAS SHALL NOT HAVE SLOPES IN ANY DIRECTION THAT EXCEED 2%.
10. PROVIDE POSITIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.
11. **UPON COMPLETION OF THE GRADING AND UTILITY WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL GRADING AND UTILITY WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED GRADING AND UTILITY PERMITS. AN AS-BUILT GRADING AND UTILITY PLAN FOR THE STORMWATER BASIN SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR HIRED BY THE CONTRACTOR. SURVEY SHALL BE PROVIDED TO CAPITOL REGION WATERSHED DISTRICT AND CIVIL ENGINEER.**
12. PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND FUNCTIONING. THE CITY **AND CAPITOL REGION WATERSHED DISTRICT** WILL INSPECT THE SITE TO DETERMINE IT'S SUITABILITY FOR BUILDING ACTIVITIES. IF THE PUBLIC UTILITIES HAVE NOT BEEN INSTALLED AT THIS POINT, IT MAY BE NECESSARY TO WITHHOLD BUILDING PERMITS FOR VARIOUS LOTS TO ALLOW THE CONTRACTOR ADEQUATE SPACE TO PERFORM THIS WORK.
13. ALL DEBRIS CREATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE. THIS INCLUDES TREES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON THE SITE.
14. THE CONTRACTOR MAY STRIP AND SALVAGE TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. SIX INCHES OF TOPSOIL - AFTER COMPACTION - SHALL BE RE-SPREAD PRIOR TO SEEDING AND MULCHING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDED THERE IS ADEQUATE TOPSOIL REMAINING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL STRIPPING, STOCKPILING, AND RE-SPREADING SHALL BE DONE IN ACCORDANCE WITH, AND NOTED ON, THE APPROVED GRADING PLAN AND SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL TOPSOIL OR PLANTING REQUIREMENTS.
15. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGE TO ADJACENT PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE ADJACENT PROPERTY OWNER(S).
16. IF CONSTRUCTION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1 AS FOLLOWS: AREAS PLANNED TO RECEIVE PAVEMENTS ARE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEEDED, STRAW MULCH PLACED, AND DISC-ANCHORED.
17. WINTER MULCHING:
    - 17.A. SNOW MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH MELTS THROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.
    - 17.B. FROZEN GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH MATERIALS THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH MATERIALS THAT REQUIRE DISC-ANCHORING MAY BE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE FROZEN TO THE SOIL BY APPLYING WATER AT A RATE OF 2000 GALLONS PER ACRE OVER THE MULCH AS A SUBSTITUTION FOR DISC-ANCHORING.
18. THE CONTRACTOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

## KEYED NOTES

KEYED NOTES ARE DENOTED BY [NO] ON PLAN.

1. INSTALL ROCK CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C500.
2. INSTALL PERIMETER EROSION CONTROL. REFER TO DETAILS 2/C500 AND 3/C500.
3. INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 4/C500.
4. APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASH OUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.
5. BIOFILTRATION BASIN AND WATER QUALITY TREATMENT POND(S) ARE TO BE CONSTRUCTED AT THE END OF GRADING OPERATIONS ONCE THE TRIBUTARY AREA'S FINAL STABILIZATION HAS BEEN INSTALLED. REFER TO DETAIL 1/C501 FOR BIOFILTRATION BASIN CROSS SECTION. **CONSTRUCTION TRAFFIC IN FILTRATION AREA(S) IS NOT ALLOWED AFTER AREA HAS BEEN EXCAVATED. PRIOR TO FINAL STABILIZATION, LOOSEN SOIL WITH MECHANICAL TILLER. FILTRATION AREA(S) ARE NOT APPROVED BORROW SITES AND ARE NOT TO BE USED FOR TEMPORARY SEDIMENT BASIN(S) ONCE BASIN(S) SUBGRADE ELEVATION HAS BEEN EXCAVATED. CONTRACTOR SHALL ENSURE THAT BASIN(S) FILTRATE AT A MINIMUM RATE OF 1-INCH PER HOUR USING A DOUBLE RING INFILTROMETER TEST BEFORE FINAL ACCEPTANCE. DOUBLE RING INFILTROMETER TEST SHALL BE SIGNED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY AND ENGINEER FOR REVIEW BEFORE FINAL APPROVAL.**
6. INSTALL MN/DOT 3885 CATEGORY 20 TEMPORARY STRAW FIBER EROSION CONTROL BLANKET.

## PROPOSED PLAN SYMBOLS

- CONSTRUCTION LIMITS
- SILTATION FENCE
- SEDIMENT CONTROL LOG
- PROPERTY LINE
- SAWCUT LINE (APPROX.)
- PROPOSED CONTOUR (787)
- DRAIN TILE
- STORM SEWER
- CATCH BASIN
- MANHOLE
- EROSION CONTROL BLANKET (TEMPORARY)
- ROCK CONSTRUCTION ENTRANCE
- SPOT ELEVATION (87.50)
- SOIL BORING SB-1
- CONCRETE WASHOUT AREA (CONCRETE WASHOUT AREA)

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

## ABBREVIATIONS

| | |
|---|---|
| BLDG | Building |
| BM | Benchmark |
| BS | Bottom of Step |
| BW | Bottom of Wall |
| CB | Catch Basin |
| CONC | Concrete |
| ELEV | Elevation |
| EX | Existing |
| FFE | Finished Floor Elevation |
| HWL | High Water Level |
| INV | Invert |
| LFE | Lower Floor Elevation |
| MAX | Maximum |
| MH | Manhole |
| MIN | Minimum |
| NWL | Normal Water Level |
| PVC | Polyvinyl Chloride |
| RCP | Reinforced Concrete Pipe |
| STRM | Storm Sewer Structure |
| TC | Top of Curb |
| TS | Top of Step |
| TW | Top of Wall |
| W.O. | Washout |
| WQE | Water Quality Elevation |

APPROXIMATE DISTURBED AREA IS 1.20 ACRES

**NOTE:**
**STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 4/C500 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.**

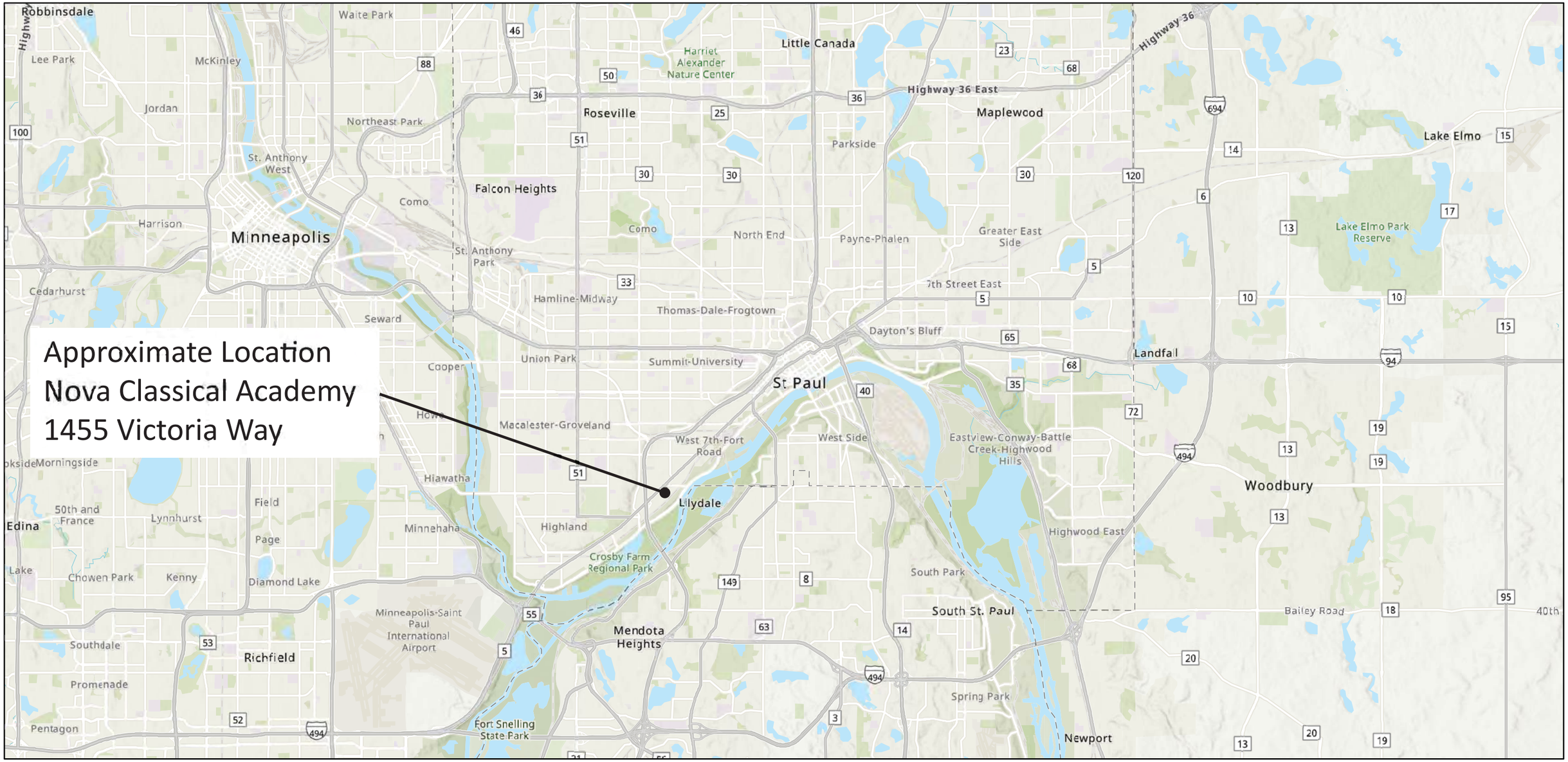
## WALKWAY NOTES:

1. GRADING CONTRACTOR IS TO COORDINATE WITH PAVING CONTRACTOR SO THAT ALL WALKS AND LANDINGS ARE SLOPED PER CODE.
2. ALL SIDEWALK LONGITUDINAL AND TRANSVERSE SLOPES ARE TO BE PER CODE.

## ST. PAUL'S NOTES:

1. INSPECTION CONTACT: THE DEVELOPER SHALL CONTACT THE RIGHT OF WAY INSPECTOR **DAN BRADY AT (651) 485-4398** (TWO WEEK PRIOR TO BEGINNING WORK) TO DISCUSS TRAFFIC CONTROL, PEDESTRIAN SAFETY AND COORDINATION OF ALL WORK IN THE PUBLIC RIGHT OF WAY. NOTE: IF A TWO WEEK NOTICE IS NOT PROVIDED TO THE CITY, ANY RESULTING DELAYS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. SAFE WORK SITE REQUIREMENTS: THE CONTRACTOR SHALL PROVIDE A CONTINUOUS, ACCESSIBLE AND SAFE PEDESTRIAN WALKWAY THAT MEETS ADA AND MN MUTCD STANDARDS IF WORKING IN A SIDEWALK AREA, AND TRAFFIC CONTROL PER MN MUTCD REQUIREMENTS FOR WORK IN THE PUBLIC RIGHT OF WAY.
3. NO PRIVATE FACILITIES IN THE RIGHT OF WAY: THE DEVELOPER IS STRICTLY PROHIBITED FROM INSTALLING PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IN THE CITY'S RIGHT OF WAY. THIS INCLUDES STUBBING CONDUIT OR CABLE INTO THE PUBLIC RIGHT OF WAY TO ACCOMMODATE UTILITY FEEDS TO THE SITE. COORDINATE WITH EACH UTILITY PRIOR TO CONSTRUCTION TO DETERMINE FEED POINTS INTO THE PROPERTY. UTILITIES ARE RESPONSIBLE FOR SECURING EXCAVATION PERMITS TO RUN THEIR SERVICE INTO A SITE, AND (WHERE REQUIRED) SUBMITTING PLANS FOR REVIEW BY THE PUBLIC WORKS UTILITY REVIEW COMMITTEE.
4. CITY OF ST. PAUL PERMIT REQUIREMENTS:
    - 4.1. ORDERING OBSTRUCTION AND EXCAVATION PERMITS: CONTACT **PUBLIC WORKS RIGHT OF WAY SERVICE DESK AT (651) 266-6151. IT IS STRONGLY RECOMMENDED THAT CONTRACTORS CALL FOR COST ESTIMATES PRIOR TO BIDDING TO OBTAIN ACCURATE COST ESTIMATES.**
    - 4.2. OBSTRUCTION PERMITS: THE CONTRACTOR MUST OBTAIN AN OBSTRUCTION PERMIT IF CONSTRUCTION (INCLUDING SILT FENCES) WILL BLOCK CITY STREETS, SIDEWALKS OR ALLEYS, OR IF DRIVING OVER CURBS.
    - 4.3. EXCAVATION PERMITS: ALL DIGGING IN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT. IF THE PROPOSED BUILDING IS CLOSE TO THE RIGHT OF WAY, AND EXCAVATING INTO THE RIGHT OF WAY IS NEEDED TO FACILITATE CONSTRUCTION, CONTACT THE UTILITY INSPECTOR.
    - 4.4. FAILURE TO SECURE PERMITS: FAILURE TO SECURE OBSTRUCTION PERMITS OR EXCAVATION PERMITS WILL RESULT IN A DOUBLE-PERMIT FEE AND OTHER FEES REQUIRED UNDER CITY OF ST. PAUL LEGISLATIVE CODES.
    - 4.5. REQUIREMENTS TO WORK IN THE PUBLIC RIGHT OF WAY: ALL UTILITIES AND CONTRACTORS WORKING IN THE PUBLIC RIGHT OF WAY MUST TO BE REGISTERED, INSURED AND BONDED, AS RECOGNIZED BY THE **PUBLIC WORKS SERVICE DESK. (651) 266-6151**.
5. ALL WORK ON CURBS, DRIVEWAYS, AND SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY MUST BE DONE BY A LICENSED AND BONDED CONTRACTOR UNDER A PERMIT FROM **PUBLIC WORKS SIDEWALK SECTION (651) 266-9700.** SIDEWALK GRADES MUST BE CARRIED ACROSS DRIVEWAYS.
6. RESTORATION OF ASPHALT AND CONCRETE PAVEMENTS ARE PERFORMED BY THE PUBLIC WORKS STREET MAINTENANCE DIVISION. THE CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR THE COST OF THESE RESTORATIONS. THE CONTRACTOR SHALL **CONTACT PUBLIC WORKS STREET MAINTENANCE TO SET UP A WORK ORDER PRIOR TO BEGINNING ANY REMOVALS IN THE STREET AT (651) 266-9700.** PROCEDURES AND UNIT COSTS ARE FOUND IN STREET MAINTENANCE'S "GENERAL REQUIREMENTS – ALL RESTORATIONS" AND ARE AVAILABLE AT THE PERMIT OFFICE.
7. SIGNS REGULATING PARKING AND/OR TRAFFIC ON PRIVATE PROPERTY (OUTSIDE OF THE PUBLIC RIGHT- OF-WAY ROW) SHALL BE FURNISHED AND INSTALLED BY THE PROPERTY OWNER OR CONTRACTOR AT NO COST TO THE CITY OF ST. PAUL DEPARTMENT OF PUBLIC WORKS. REMOVAL OF EXISTING SIGNS WITHIN THE PUBLIC ROW THAT REGULATE TRAFFIC AND OR PARKING SHALL BE COMPLETED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. NEW SIGNS OR THE REINSTALLATION OF EXISTING SIGNS, AS APPROVED BY PUBLIC WORKS TRAFFIC ENGINEERING, REGULATING PARKING AND/OR TRAFFIC IN THE PUBLIC ROW SHALL BE FURNISHED AND INSTALLED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. ALL EQUIPMENT, MATERIALS, AND LABOR COSTS ASSOCIATED WITH THE CITY AFFECTING A COMPLETE SIGN INSTALLATION SHALL BE THE RESPONSIBILITY OF THE DEVELOPMENT. CONTACT CHRIS GULDEN OF PUBLIC WORKS 651-266-9778 TWO WEEKS IN ADVANCE OF NEEDED SIGN WORK.
8. SEWER REMOVAL/ABANDONMENT PERMIT: LICENSE HOUSE DRAIN CONTRACTOR TO OBTAIN REMOVAL PERMITS FROM PUBLIC WORKS TO CUT OFF EXISTING SEWER CONNECTIONS SERVICES TO THE MAIN LINE. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
9. SEWER CONNECTION PERMIT: PLUMBING CONTRACTOR TO OBTAIN (SEWER CONNECTION PERMIT) TO CONSTRUCT NEW SANITARY AND STORM CONNECTION IN STREET FROM MAIN TO THE PROPERTY. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
10. ALL WATER MAIN AND SERVICES TO BE INSTALLED ACCORDING TO 'SPRWS STANDARDS FOR INSTALLATION OF WATER MAINS', AND 'SPRWS WATER CODE'.
11. SERVICES THAT ARE TO BECOME UNUSED UPON COMPLETION OF THE NEW SERVICE CONNECTION MUST BE CUT OFF BY THE CONTRACTOR AT THE MAIN PRIOR TO THE TURN ON OF THE NEW SERVICES. EXCAVATION AND RESTORATION BY CONTRACTOR.
12. THE CONTRACTOR SHALL CONTACT **MIKE LUSIAN, GENERAL FOREMAN, LIGHTING – SIGNAL MAINTENANCE, (651-266-9780),** IF REMOVAL OR RELOCATION OF EXISTING FACILITIES IS REQUIRED OR IN THE EVENT OF DAMAGE TO THE LIGHTING OR SIGNAL UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY (AND RELATED COSTS) FOR ANY DAMAGE OR RELOCATIONS. .
    - 12.1 THE INSTALLATION OF PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IS STRICTLY PROHIBITED IN THE CITY'S ROW (RIGHT OF WAY).
13. CONTRACTOR IS TO CONTACT **SAINT PAUL CITY FORESTER (651) 632-2436** PRIOR TO IMPACTING ANY BOULEVARD TREES.
    - 13.1 EXISTING PUBLIC PROPERTY TREES ARE TO BE PROTECTED AT ALL TIMES. PUBLIC TREES DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED OR REPLACED TO THE SATISFACTION OF, AND AT NO COST TO THE CITY AS DETERMINED BY THE CITY FORESTRY MANAGER. THE CONTRACTOR IS ADVISED TO DOCUMENT PRE-EXISTING CONDITIONS OF PUBLIC TREES AS WELL AS THE SURROUNDING BOULEVARD PRIOR TO CONSTRUCTION ACTIVITIES.
    - 13.2 THE REMOVAL, PRUNING, AND/OR PLANTING OF TREES ON PUBLIC PROPERTY REQUIRES AN APPROVED FORESTRY TREE WORK PERMIT FROM THE CITY FORESTER (651-632-2436). ANY WORK MUST BE COMPLETED BY A LICENSED TREE CONTRACTOR.
    - 13.3 PUBLIC PROPERTY TREES SHALL BE PROTECTED BY ESTABLISHING A TREE PROTECTION ZONE USING A 4' TALL FENCING INSTALLED AT THE DRIP LINE OF THE TREE. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE WORK AND MAINTAINED FOR THE DURATION OF THE PROJECT. PROPOSED WORK WITHIN, OR CHANGES TO THE LOCATION OF TREE PROTECTION FENCING SHALL BE REVIEWED BY THE CITY FORESTER PRIOR TO ALTERATION.
    - 13.4 CONSTRUCTION SUPPLIES, MATERIALS, SPOILS, EQUIPMENT, AND VEHICLES SHALL NOT BE STORED OR OPERATED WITHIN THE DRIP LINE OF ANY PUBLIC TREE OR WITHIN TREE PAVER AREA OF BOULEVARD WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY FORESTER. IF THE BOULEVARD MUST BE USED FOR CONSTRUCTION ACTIVITIES, SITE ACCESS ROUTES, MATERIAL STORAGE, OR OTHER RELATED ACTIVITIES, PROTECTIVE MEASURES APPROVED BY THE CITY SHALL BE TAKEN TO REDUCE SOIL COMPACTION AND DAMAGE TO PUBLIC TREES.
    - 13.5 IN LOCATIONS WHERE PUBLIC TREES CANNOT BE PROTECTED TO THE DRIP LINE WITH TEMPORARY TREE PROTECTION FENCING, THE USE OF A 6" LAYER OF MULCH OR TRACK PADS WILL BE REQUIRED TO LIMIT SOIL COMPACTION AND PROTECT ROOT SYSTEMS WITHIN THE BOULEVARD WHEN ACCESS ROUTES OR MATERIAL STORAGE IS NECESSARY.
14. BUSINESS SIGNS WILL REQUIRE A SEPARATE REVIEW AND SIGN PERMIT FROM THE DEPARTMENT OF SAFETY AND INSPECTIONS. SITE PLAN APPROVAL DOES NOT CONSTITUTE APPROVAL OF BUSINESS SIGNS SHOWN ON THE SITE PLAN. CONTACT **YAYA DIATTA OF DSI ZONING (651) 266-9080** IF YOU HAVE ANY QUESTIONS ABOUT SIGNS.
15. CARE MUST BE TAKEN DURING CONSTRUCTION AND EXCAVATION TO PROTECT ANY SURVEY MONUMENTS AND/OR PROPERTY IRONS. **CALL SAM GIBSON OF PUBLIC WORKS SURVEYING (651-266-6075)** IF YOU HAVE ANY QUESTIONS.
16. AS PER THE CITY'S "STANDARD SPECIFICATION FOR STREET OPENINGS" POLICY, RESTORATION ON ROADWAY SURFACES LESS THAN 5 YEARS OLD WILL REQUIRE FULL WIDTH MILL AND OVERLAY OR ADDITIONAL DEGRADATION FEES. PAVEMENT RESTORATION SHALL BE COORDINATED WITH THE ST. PAUL PUBLIC WORKS STREET MAINTENANCE DIVISION. ALL RELATED COSTS ARE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. CONTACT KEVIN NELSON AT 651-266-9700 FOR ESTIMATE OF COSTS FOR PAVEMENT RESTORATION.
17. PIPE MUST BE MECHANICAL JOINT UNDERNEATH THE BUILDING FOOTPRINT AND UP TO TEN FEET OUTSIDE OF THE BUILDING FOOTPRINT.
18. A FOUR-SIDED TRENCH BOX IS REQUIRED ON ALL EXCAVATIONS DEEPER THAN 5 FEET WHERE UNDERGROUND WORK OR INSPECTION IS TO BE PERFORMED BY SPRWS. FOR ALL WET TAPS TO BE PERFORMED BY SPRWS, A MINIMUM TRENCH BOX SIZE OF 8 FEET HIGH X 8 FEET WIDE X 10 FEET LONG IS REQUIRED. LADDERS ARE REQUIRED AND MUST EXTEND 3 FEET ABOVE THE SURFACE OF THE TRENCH. SIDEWALKS, PAVEMENTS, DUCTS AND APPURTENANT STRUCTURES SHALL NOT BE UNDERMINED UNLESS A SUPPORT SYSTEM OR ANOTHER METHOD OF PROTECTION IS PROVIDED. TRENCHES IN EXCESS OF 20 FEET IN DEPTH MUST BE SIGNED OFF BY A REGISTERED PROFESSIONAL ENGINEER. EXCAVATED MATERIAL MUST BE KEPT A MINIMUM OF 2 FEET FROM THE EDGE OF THE TRENCH.
19. SERVICE CONNECTIONS SHALL BE INSTALLED WITH 8 FEET OF COVER AS PER THE ESTABLISHED GRADE FROM THE MAIN TO THE PROPERTY LINE OR, IF APPLICABLE, TO THE UTILITY EASEMENT LINE. WHEN SOLID ROCK CONDITIONS ARE ENCOUNTERED, WATER SERVICES MAY BE INSTALLED WITH 6.5 FEET OF COVER. AT THIS DEPTH, THE NEED FOR INSULATION WILL BE DETERMINED BY SPRWS INSPECTORS
20. PIPE MATERIAL FOR 8" DUCTILE IRON PIPE MUST BE CLASS 52, PIPE MATERIAL FOR 6" AND 4" DUCTILE IRON PIPE MUST BE CLASS 53. THE EXTERIOR OF DUCTILE IRON PIPE SHALL BE COATED WITH A LAYER OF ARC- SPRAYED ZINC PER ISO 8179. THE INTERIOR CEMENT MORTAR LINING SHALL BE APPLIED WITHOUT ASPHALT SEAL COAT. PIPE MUST BE WRAPPED IN V-BIO POLYWRAP ENCASEMENT AND SHALL BE INSTALLED UTILIZING MODIFIED METHOD A AS RECOMMENDED BY DIPRA. ENCASEMENT SHALL BE TAPED AT EACH JOINT AND AROUND THE MIDDLE OF THE PIPE.
21. MAINTAIN 3 FEET VERTICAL SEPARATION BETWEEN WATER AND SEWER PIPES OR A 18" SEPARATION WITH 4" OF INSULATION. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED B

# Project Location Map




2/19/2025

1:140,000

0 1 2 4 mi

0 1.75 3.5 7 km

Esri, CGIAR, USGS, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

# Enlarged Aerial Image Project Location Map




4/1/2025

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

60cm Resolution Metadata

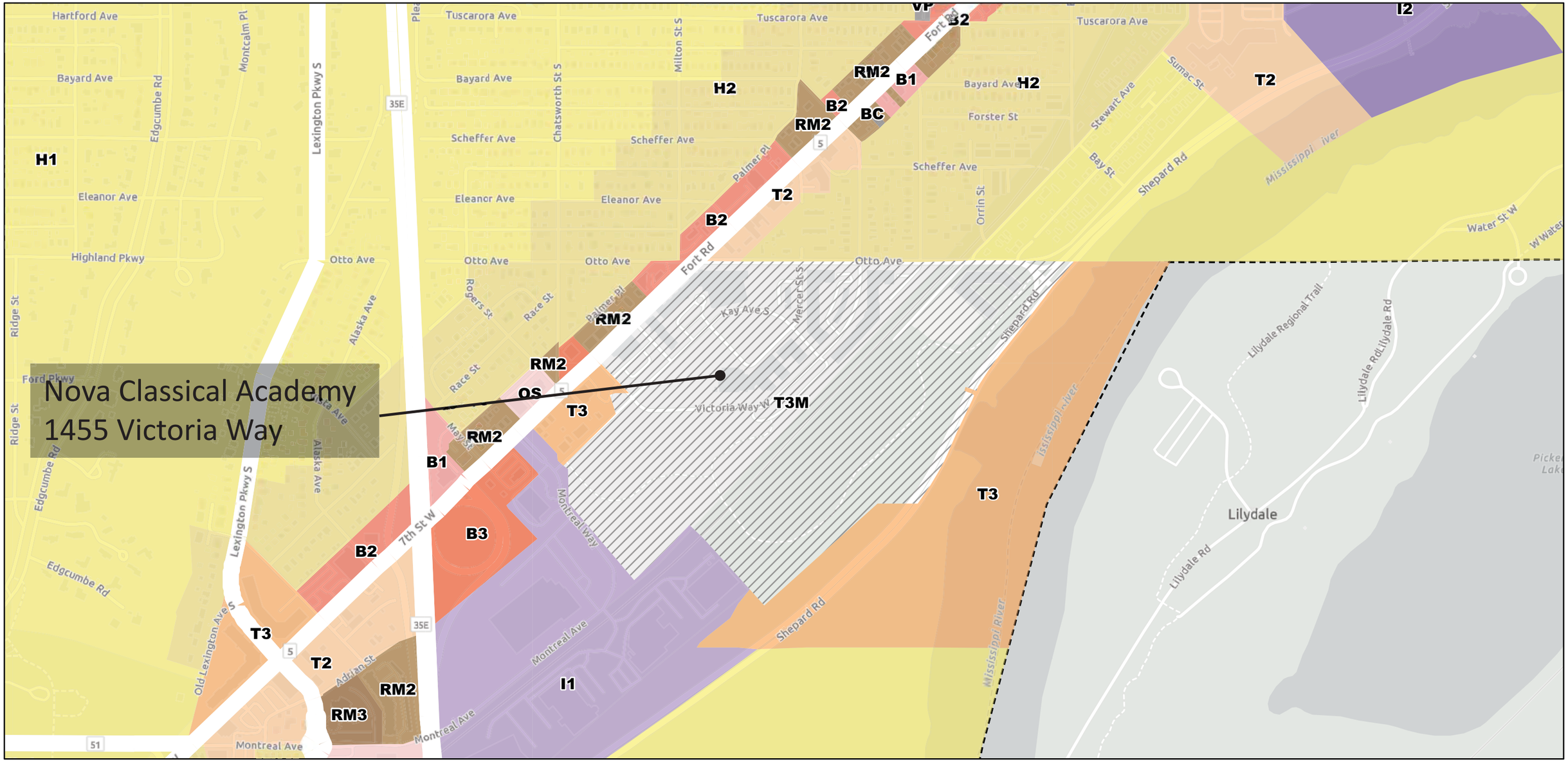
1:3,398

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Dakota County, Maxar

# Principal Zoning Map




3/19/2025, 12:37:50 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Interstates
State Highway
Major Streets

Principal Zoning

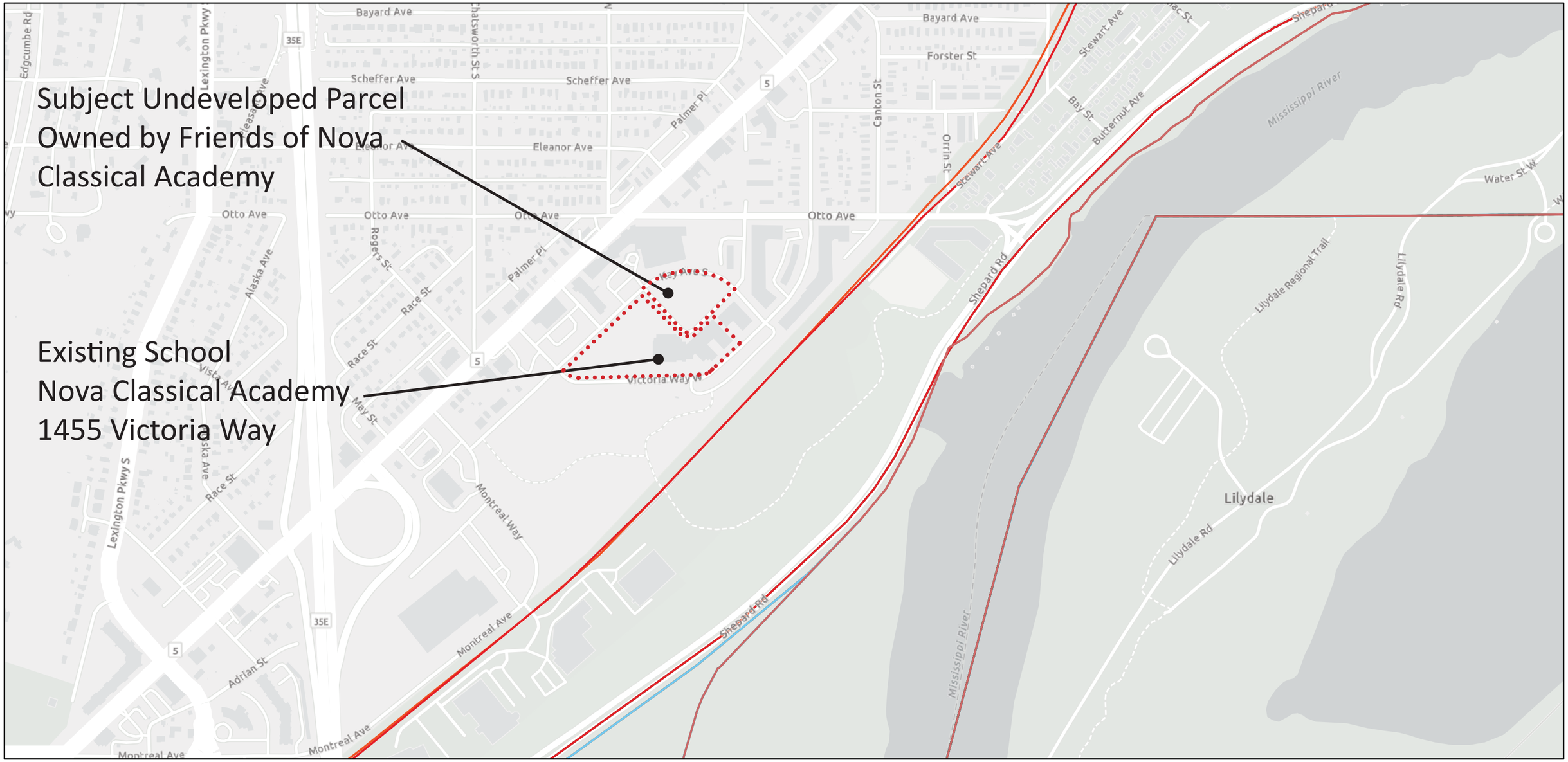
- H1 Residential
- H2 Residential
- RM2 Multiple-Family
- RM3 Multiple-Family
- T2 Traditional Neighborhood
- T3 Traditional Neighborhood
- T3M T3 with Master Plan
- OS Office-Service
- B1 Local Business
- BC Community Business (converted)
- B2 Community Business
- B3 General Business
- I1 Light Industrial
- I2 General Industrial
- VP Vehicular Parking
- Saint Paul City Boundary

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ArcGIS Web AppBuilder

Esri Community Maps Contributors, County of Dakota, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | For more information on these zoning designations, contact PED Principal

# Zoning Overlay (ArcGIS Web Map)




9/20/2024, 1:36:01 PM

Interstates

State Highway

Major Streets

Floodplain Management Overlay Zoning

FW Floodway

FF Flood Fringe

Future Mississippi River Corridor Critical Area Overlay Zoning

CA-ROS Rural and Open Space

CA-UM Urban Mixed

Mississippi River Corridor Critical Area Overlay Zoning

RC1 River Corridor Floodway Overlay District

RC2 River Corridor Flood Fringe Overlay District

RC4 River Corridor Urban Diversified Overlay District

Saint Paul City Boundary

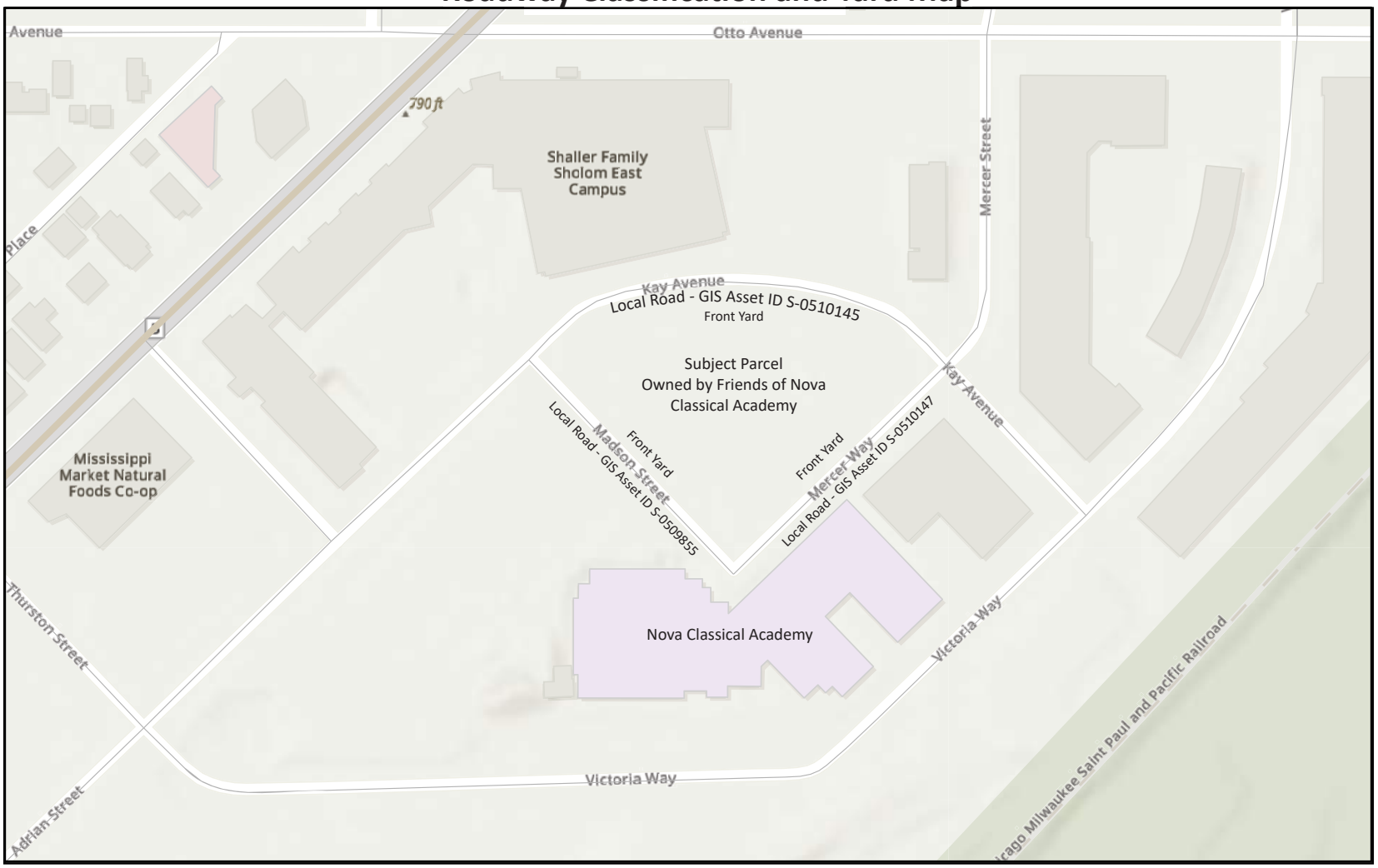
1:8,091

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Esri Community Maps Contributors, County of Dakota, County of Ramsey, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

# Roadway Classification and Yard Map




4/29/2025

State Highway

Minor Streets

World_Hillshade

1:2,510

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,

SOURCE: Online, https://information.stpaul.gov/maps/stpaul::minor-streets; 4/29/25

# ZONING VARIANCE APPLICATION

*To Board of Zoning Appeals*

Dept. of Safety & Inspections
Zoning Section
375 Jackson St., Suite 220
Saint Paul, MN 55101-1806
(651) 266-9008

*To Planning Commission*

Dept. of Planning & Econ. Dev.
Zoning Section
1400 City Hall Annex, 25 W 4th St.
Saint Paul, MN 55102-1634
(651) 266-6583

Zoning Office Use Only
File # _____
Fee Paid $ _____
Received By / Date _____
Tentative Hearing Date _____

**APPLICANT**

Name The Friends of Nova Classical Academy
*(must have ownership or leasehold interest in the property, contingent included)*
Address 1455 Victoria Way City St. Paul State MN Zip 55102
Email JPrins@novaclassical.org Phone 651-209-6320
Name of Owner (if different) Friends of Nova Classical Academy Email _____
Contact Person (if different) _____ Email _____
Address _____ City _____ State _____ Zip _____

**PROPERTY INFO**

Address / Location Undeveloped pie-shaped parcel north of 1455 Victoria Way
PIN(s) & Legal Description PID: 142823210064. See the attached exhibit containing the legal description.
*(attach additional sheet if necessary)*
_____ Lot Area ~1.14 Acres Current Zoning T3M

**VARIANCE REQUEST:** Application is hereby made to the Board of Zoning Appeals (or to the Planning Commission with another zoning application) for variance from the following section(s) of the Zoning Code See the attached document. _____. State the requirement and variance requested. The applicant requests a variance reducing the minimum opening percentage for doors and windows (Sec. 63.110) for a proposed new building due to practical difficulties arising from circumstances unique to the property.

**SUPPORTING INFORMATION:** Explain or demonstrate the following. Attach additional sheets if necessary.

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.
   **See the attached narrative providing supporting information for Items 1-4.**
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.
3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.
4. The variance will not alter the essential character of the surrounding area.

☒ Required site plan is attached

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

**Applicant's Signature** _____ **Date** 6-26-25

Rev 7.4.2019

BLOOM
HAY DOBBS

Milwaukee Headquarters
10501 W. Research Drive
Suite 100
Milwaukee, WI 53226
P: 414-771-3390
F: 414-771-4490

Madison Branch
406 Science Drive
Suite 204
Madison, WI 53711
P: 608-819-8511

Minneapolis Branch
7825 Washington Ave S
Suite 635
Minneapolis, MN 55439
P: 952-686-6511

Chicago Branch
150 N. Wacker Drive
Suite 1650
Chicago, IL 60606
P: 312-876-9500

Dixon Branch
101 W. 1st Street
Suite 502
Dixon, IL 61021
P: 815-846-4680

Boston Branch
265 Franklin Street
Suite 1702
Boston, MA 02110
P: 617-963-5178

7 July 2025

Applicant

Thomas Dobbs, R.A., Vice President
Bloom Hay Dobbs
2324 University Ave. S., Suite 200
St. Paul, MN 55114
tdobbs@bloomcos.com
612-338-4590

on behalf of-

The Friends of Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102
Attention: Jesse Prins, Facility Manager
jprins@novaclassical.org
651-209-6320

To

Planning Commission
City of St. Paul, Planning and Economic Development
City Hall Annex, 25 W 4th Street, Suite 1300
Saint Paul, MN 55102
651-266-6565

Subject: Variance Request for Reduction in Façade Openings Associated with Lot Adjacent to 1455 Victoria Way

Dear Planning Commissioners:

Please accept our application packet requesting a variance in the T3M zoning district for the proposed project associated with Nova Classical Academy at 1455 Victoria Way, St. Paul, MN, on behalf of the Friends of Nova Classical Academy. The project is located at the 1.14-acre triangular parcel just north of the school (PID 142823210064). The Applicant requests a reduction in the facade opening percentage for the proposed building as described herein due to practical difficulties arising from circumstances unique to the property.

Please contact me if I can provide clarification regarding anything in our application packet or to share comments.

Sincerely,

Thomas Dobbs, RA, CID, NCARB, LEED AP
Vice President, Bloom Hay Dobbs

Zoning Variance Application – Supporting Information

Variance Requested: Reduction in Façade Openings

Applicant: The Friends of Nova Classical Academy

Project: Two-Story Educational Building with Storm Shelter

Address: No Current Address – PID 142823210064; associated with 1455 Victoria Way

Zoning District: T3 Traditional Neighborhood with Master Plan Overlay (T3M)

Project Summary

Nova Classical Academy, a public charter school (K-12) offering a classical education, is proposing through their Affiliated Building Company, the Friends of Nova Classical Academy, the construction of a two-story building. This structure will feature a storm shelter and connect to the existing school via a skyway over Mercer Way. The site plan generally includes a bus parking lot, a stormwater pond, and other related improvements, as detailed in the attached drawings.

The existing school facility, located at 1455 Victoria Way on a 3.11-acre parcel (PID 142823210063), includes an 89,214-square-foot, three-story structure that includes a soccer field and playground. The building's facade is made up of colored precast concrete and curtainwall.

The entire school site is located on the former Koch Tank site, which had substantial contamination. From 1937 to 1996, the site was occupied by portions of two bulk petroleum storage facilities. The City of St. Paul purchased the Koch Tank Farm Area site in 2004 and placed clean fill on the area. The site is capped with 10-14 feet of clean fill over a geotextile membrane, which separates a layer of consolidated concrete that encapsulates previous lead contamination. MPCA requirements state that the separation membrane must not be disturbed.

The school site remained undeveloped until the existing school building's construction began in 2011; the building was completed in 2012. Since then, numerous environmental assessments and investigations have been conducted. The site has been partially remediated for its current use, as required by the MPCA, and further studies are underway to ensure the proposed addition meets all MPCA requirements.

The Friends of Nova Classical Academy acquired an adjacent undeveloped 1.14-acre (approximately 49,819 square feet) triangular parcel across Mercer Way north of the existing school building (PID 142823210064) in 2016 from Brighton Victoria Park, LLC. The site is bound by local streets (Mercer Way, Madson St., and Kay Ave.), and has only front yards due to its irregular shape. This parcel is designated for a proposed two-story, 19,598 gross square feet school building. A skyway is proposed to connect the new school facility to the existing facility for student safety. The new building will house an ICC-500 compliant storm shelter that will also function as an instructional fitness facility, academic support services, learning spaces, staff areas, and accessory spaces. Additionally, a minor interior renovation will take place in the existing school building as part of the project. The project will not increase student enrollment or staffing, and no increase in enrollment is planned.

The existing school and the proposed building are within the City of St. Paul's T3 with Master Plan (T3M) - traditional neighborhood district. A K-12 School (Institutional/Civic use) is a permitted use within the zoning ordinance.

The Minnesota State Building Code designates the building addition as an E (Educational) occupancy. As required for E occupancy, the addition will include a storm shelter that complies with ICC-500 standards. The new facility will significantly enhance student safety during storm events by accommodating the entire

school population. Currently, the school lacks a storm shelter but has an agreement with Shalom Home for emergency sheltering.

The main entrance of the new school building will face the existing school on Mercer Way. The building facade will define the building's character by incorporating precast concrete in various colors and patterns, metal panels, curtain walls, and windows, echoing the adjacent school building's facade. Precast concrete was selected as the primary envelope material because it meets ICC-500 storm shelter structural and code requirements and provides a visual relationship with the existing school facade. Multiple roof lines will offer additional visual interest. Pedestrian-scale glazing using "blocks of material types" will create visual interest and a sense of entry, defining the main entry on the first level of Mercer Street. The incorporation of additional colors and textures will further break the building form into smaller "blocks" to create interest and relate to a human scale. The skyway will span Mercer Way, connecting the two buildings from a central location on the second floor of each building. The skyway will be clad in metal panels with appropriately sized windows.

An attractively landscaped site with sidewalks, a shallow storm water detention pond, a parking area, sidewalks, bike parking, plantings, and screening, will activate the currently undeveloped lot. The new bus drop-off and pick-up parking area adjacent to the storm shelter will benefit the neighborhood by alleviating traffic congestion on Mercer Way and Madson Street during student arrival and dismissal times and increasing safety for students. The parking area will not be used to store buses. When not in use during arrival and dismissal times, it may serve as vehicular parking for the school. The parking area, building entrances, and sidewalks along Mercer Way will interconnect via an accessible pedestrian route. The angled one-way-style parking area may provide for vehicle parking overflow for the school during times when buses are not needed.

The ICC-500 Storm Shelter is required to meet Minnesota State Building Code requirements. The requirements apply to any educational building addition to a school site located within a designated 250-mph wind zone, which creates a new occupancy greater than 50 people, to have an ICC-500 Community Storm Shelter. Natural light will be provided through the use of tubular daylighting devices in the roof.

An ICC-500 Storm Shelter is defined as a building, structure, or portion(s) thereof, constructed in accordance with ICC 500, for the purpose of providing safe refuge from storms that produce high winds, such as tornadoes and hurricanes. As such, the structure (walls, roof, openings/vents, and doors) are designed to withstand high winds, rains, load combinations, and to prevent debris impacts (meeting missile impact criteria) far exceeding typical building structural requirements. Per ICC-500 requirements, the number of doors is to be based on the occupant load for normal occupancy of the space and to allow the occupants to egress.

The City of St. Paul's applicable zoning requirements at 63.110, require all exterior walls facing a public street for sidewalk to comprise at least 15% of the façade area. In order to meet ICC-500 requirements, however, providing window coverage in the storm shelter's portion of the façade becomes an unreasonable hardship.

Several scenarios were explored for the building, which proved to be excessively expensive and thus a hardship for the Owner.

1. The estimated cost to install opaque inoperable windows at the shelter façade that have only the appearance of windows (fake windows) for the purpose of meeting the opening requirements is approximately $360,000 plus design fees. The decorative windows would not provide an opening through the precast meaning they wouldn't provide any natural light or ventilation. They would be

installed in the surface layers of the concrete precast, leaving the structural wythe of precast intact to meet ICC-500 requirements. They would slightly diminish the R-value of the façade and provide no value to the structure other than giving an appearance of windows. This cost represents a significant cost proving to be an unreasonable hardship for the school.

2. To provide windows that bring light into the shelter space that meet the ordinance opening requirements and also comply with the ICC-500 requirements, windows could be installed that have storm shutters behind each window on the interior. The windows in this building would not open to provide any ventilation. Rather, the shutters, when opened, would allow some natural light to enter the shelter. As previously noted, light will be provided through the use of ICC-500 roof/ceiling solar tubes. The cost of the window/shutter option is an estimated minimum cost of $1,150,000 plus design fees. This also represents an unreasonable burden to the school, and the benefits to the shelter are not significant. The R-value of the envelope is lessened by adding the windows.

The estimated costs for the decorative windows described above demonstrate an unreasonable hardship for the applicant, provided by the project architect are as follows:

1. Non-functional fake window option: $360,000 minimum ($120,000 per facade over 3 sides) for an "opaque" installation where the precast would remain on the back of the wall. These windows would have no function and would not allow light to enter the building. Additional A/E fees will also be incurred for this option.
2. Transparent window option: $1,150,000 as a minimum ($383,333 per facade over 3 sides). This assumes the 15% opening area needed per wall, spread over 8 openings of approximately 85sf each. Cost includes $360,000 for the windows (same as the prior option), plus $720,000-$800,000 for ICC-500 compliant shutters behind the glazing to allow light to pass through into the shelter when open. The windows would not open allowing fresh air into the space. Additional A/E fees will also be incurred for this option.

The minimum opening percentage reasonably achievable on the storm shelter façade, as requested in this variance is .7% due to practical difficulties unique to the property and not caused by the Owner, as outlined in the supporting information that follows. On the non-storm shelter facades and the skyway portions of the building, the 15% minimum opening percentage requirement will be met. Please see the attached drawings for reference.

(Related): The project is also subject to separate entitlements including requests for a master plan amendment, a skyway clearance reduction, an air rights vacation, an encroachment permit, and variance requests for a setback increase, a parking lot frontage width increase, a parking lot yard location exception, FAR variance, and an interior parking landscaping exception, addressed separately.

<u>Required Findings</u>

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.

   There are substantial and compelling practical difficulties in meeting the 15% minimum façade opening requirement for this building:

   State-Mandated ICC-500 Design Standards: Under the Minnesota State Building Code, all new educational buildings serving over 50 occupants in wind zone III are required to include ICC-500 compliant storm shelters. These shelters must meet stringent performance criteria, including resistance to high wind pressures and debris impacts. Openings such as windows and glazed doors

are generally prohibited or severely limited on shelter walls, as they compromise the structural integrity of the protective envelope.

Conflict with Zoning Requirements: The façade opening requirement under Sec. 63.110 is intended to ensure transparency, visual interest, and pedestrian scale—objectives that the project addresses on the non-shelter portions of the building. However, these goals are in direct conflict with the essential life-safety function and material standards of ICC-500 shelters.

Design Integration with Adjacency: Despite the opening limitations on shelter walls, the design employs architectural techniques to ensure visual interest. This includes varied textures, multiple roof lines, strategic articulation of wall planes, and the use of high-quality materials such as colored precast concrete and curtainwall on other non-shelter façades. These mitigate the absence of glazing on specific walls and preserve the overall architectural character.

It would be infeasible—and in direct conflict with state code—to meet both the ICC-500 requirements and the 15% façade opening mandate on shelter walls, in a reasonable manner. This constitutes a clear and well-documented practical difficulty.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The conflict between the ICC-500 shelter code required design and the City's façade opening requirement arises from the following unique, non-self-imposed conditions:

Code-Driven Requirement for ICC-500 Compliance: The shelter is required solely due to its educational use, occupancy size, and location within a 250-mph wind zone. This mandate originates from national safety standards and state code enforcement—factors outside the control of the landowner.

Lot Geometry: The irregular parcel shape (with frontage on all sides and no back or rear yard) results in a lot with local streets (see attached exhibit) on all sides, with a 15% opening percentage zoning requirement on all sides of the building. The physical and regulatory limitations are the product of the site's history and are not attributable to the applicant.

Together, these conditions create a unique condition in which the practical difficulty exists where full compliance with both zoning and building code standards is infeasible given the overall cost causing an unreasonable hardship.

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

The variance will not authorize any new use. The property is zoned T3 with a Master Plan overlay (T3M), and educational institutions such as K–12 public charter schools are explicitly permitted. The requested variance simply provides necessary flexibility to comply with building safety regulations while delivering an approved and beneficial civic use. (See enclosed zoning map attachment.)

The proposed storm shelter enhances the health and safety of students, staff, and the public, and aligns with the spirit of zoning regulations by delivering a well-designed, community-service project.

As a permitted use in the zoning district, the school building harmonizes with the zoning code's general intent and purpose, as indicated below.

*T3 Zoning District Intent: (Reference Sec. 66.314)*

*The T3 traditional neighborhood district provides for higher-density pedestrian- and transit-oriented mixed-use development. It is designed for development or redevelopment of land on sites large enough to support:*

*a) A mix of uses, including residential, commercial, civic and open space uses in close proximity to one another;*
*b) A mix of housing styles, types and sizes to accommodate households of varying sizes, ages and incomes;*
*c) A system of interconnected streets and paths that offer multiple routes for motorists, pedestrians and bicyclists, and are connected to existing and future streets;*
*d) A system of open space resources and amenities; and incorporation of environmental features into the design of the neighborhood.*

*The T3 district is also intended for smaller sites in an existing mixed-use neighborhood center where some of the above elements already exist, or in an area identified in the comprehensive plan as a potential "urban village" site. The above elements may be found within the T3 district or adjacent to it; the intent is that all would be present within a reasonable walking distance*.

The school provides a valuable resource for the neighborhood as a K-12 public charter school option. The T3 district encourages higher-density, pedestrian-friendly mixed-use development, including civic and institutional (inclusive of K-12 school) uses. The proposed variance benefits the neighborhood and meets the intent of the T3 Zoning district by providing:

- A mix of uses, including civic and residential elements. The school complements the predominantly residential area and other uses, adding the diversity of uses needed for an "urban village".
- A pedestrian-friendly environment with improved pathways and transit access.
- A safe and sustainable urban development.

City zoning ordinances are an extension of the City's adopted Comprehensive Plan per Minnesota Statutes. The City of St. Paul 2040 Comprehensive Plan recommends people centered land use policies that provide for the flexible and adaptable implementation of Zoning Ordinances, most notably policy LU-7 which call for flexible zoning to respond to changes, conditions, and opportunities, and LU-33 which promotes amenities for neighborhood scale Institutional uses, to include schools.

The variance requests for this project are supported by the following opportunities, Core Values, Focus Areas, Priorities, Goals, and Policies contained in the City of St. Paul 2040 Comprehensive Plan:

Challenges and Opportunities

Equity – How we grow, develop and invest over the next 20 years must be done in a way that reduces racial disparities in jobs, income, housing cost burden, education and homeownership.

Economic development – To address our equity, diversity and growth goals, the City and its economic development partners must capture innovations in the marketplace (including service delivery, job training, education and new business sectors) that lead to a growing, adapting, strong local and regional economy. Saint Paul's racial and ethnic diversity is a unique asset that should be tapped to fuel economic growth, especially as it brings innovative economic models to our neighborhoods.

**Fostering the next generation** – If a city is going to grow, innovate and prosper, it must provide opportunities for its youth to grow, innovate and prosper. The same physical systems that need to accommodate an aging population need to accommodate a young population. This is especially important in the areas of education and employment and innovation.

Core Values

**Equity and opportunity**. We are a city where opportunities in education, employment, housing, health and safety are equitably distributed and not pre-determined by race, gender identity, sexual orientation or age; we are a city that creates opportunities for all residents to achieve their highest potential.

**People-centered.** We are a city that puts people first, recognizes and celebrates our complex and interrelated histories, and treasures our young and older residents as integral members of our community.

Focus Areas

**Equitable** cities create opportunities for all residents to achieve their highest potential. How Saint Paul grows, develops and invests over the next 20 years must be done in a way that reduces racial disparities in jobs, income, education and homeownership.

**Urban design** is the thoughtful arrangement of the public realm, or the public spaces between buildings (including parks, streets and sidewalks). Good urban design – the interaction between private development and public space – fosters activity, connection, beauty, safety, and economic value.

Priorities

**Livability, equity and sustainability.** When we asked about regional themes established by the Metropolitan Council, you said livability, equity and sustainability are the most important for Saint Paul. Other regional themes we will incorporate into the updated Comprehensive Plan include prosperity and stewardship.

Land Use Chapter

**Goals**

5. Infrastructure for all ages and abilities.

6. Efficient, adaptable and sustainable land use and development patterns and processes.

8. People-centered urban design.

**Policies**

Policy LU-5. Encourage flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities

Policy LU-7. Use land use and zoning flexibility to respond to social, economic, technological, market and environmental changes, conditions and opportunities

Policy LU-9. Promote high-quality urban design that supports pedestrian friendliness and a healthy environment, and enhances the public realm.

Policy LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing

choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.

To summarize, the project is a permitted use in the City of St. Paul's Zoning Code and is supported by the 2040 Comprehensive Plan Values, Focus Areas, Priorities, Goals, and Policies. Refer to the map exhibit included for a visual representation of the zoning district.

4. The variance will not alter the essential character of the surrounding area.

Although the variance requests reduced transparency on one or more façades, it will not detract from the character of the neighborhood for the following reasons:

Integrated Design: The shelter is visually consistent with the existing school building and surrounding civic and residential architecture. Its design incorporates visually dynamic elements such as color variation, articulation, and materials that offer visual interest in the absence of transparent openings.

Pedestrian Scale and Street Activation: Non-shelter facades will include pedestrian-scale glazing and entry features along Mercer Way. Thoughtful landscaping, sidewalks, and other elements will reinforce pedestrian connectivity and reduce any perceived blankness from reduced openings.

Contextual Compatibility: The surrounding neighborhood includes civic, residential, and commercial buildings, many with front-facing parking and areas of limited glazing. The proposed building meets or exceeds the aesthetic and safety standards of many nearby developments.

Public Benefit: The project offers substantial public value by delivering a long-needed storm shelter for the school's population, improving traffic circulation, and activating a vacant lot in a safe and intentional manner.

## Conclusion

The applicant respectfully requests approval of a variance to reduce the minimum façade opening percentage on storm shelter-facing walls. Compliance with state-mandated ICC-500 standards makes full adherence to Sec. 63.110 infeasible. The proposed design maintains the neighborhood character, achieves architectural excellence, supports educational diversity, and promotes community safety.

The variance is narrowly tailored to enable the construction of a critical life-safety feature, and it does so in a manner that respects the zoning ordinance's broader goals and the City's long-term vision.

Please see the enclosed images which demonstrate that the planned improvements will not alter the essential character of the neighborhood. Also reference the attached maps and drawings.

*(Continued on next page.)*

## Neighborhood Images



*Nova Classical Academy's existing school building from Victoria Way*



*Nova Classical Academy from Victoria Way*



*Nova Classical Academy along Mercer Way and Madson Street.; image taken from the subject parcel.*



*Nova's building (gymnasium) and Nova's turf field in the foreground with Shalom apartments and Mississippi Market co-op parking area and store in the background.*



*Victoria Apartments and Nova Classical Academy from Kay Ave.*



*View of Nova Classical Academy and Nova's turf field, from Kay Ave.*




*Shalom Campus from Kay Ave.*




*Shalom Campus from Madson Way and Kay Ave.*



*Shalom Campus from the subject parcel near Mercer Way and Kay Ave.*



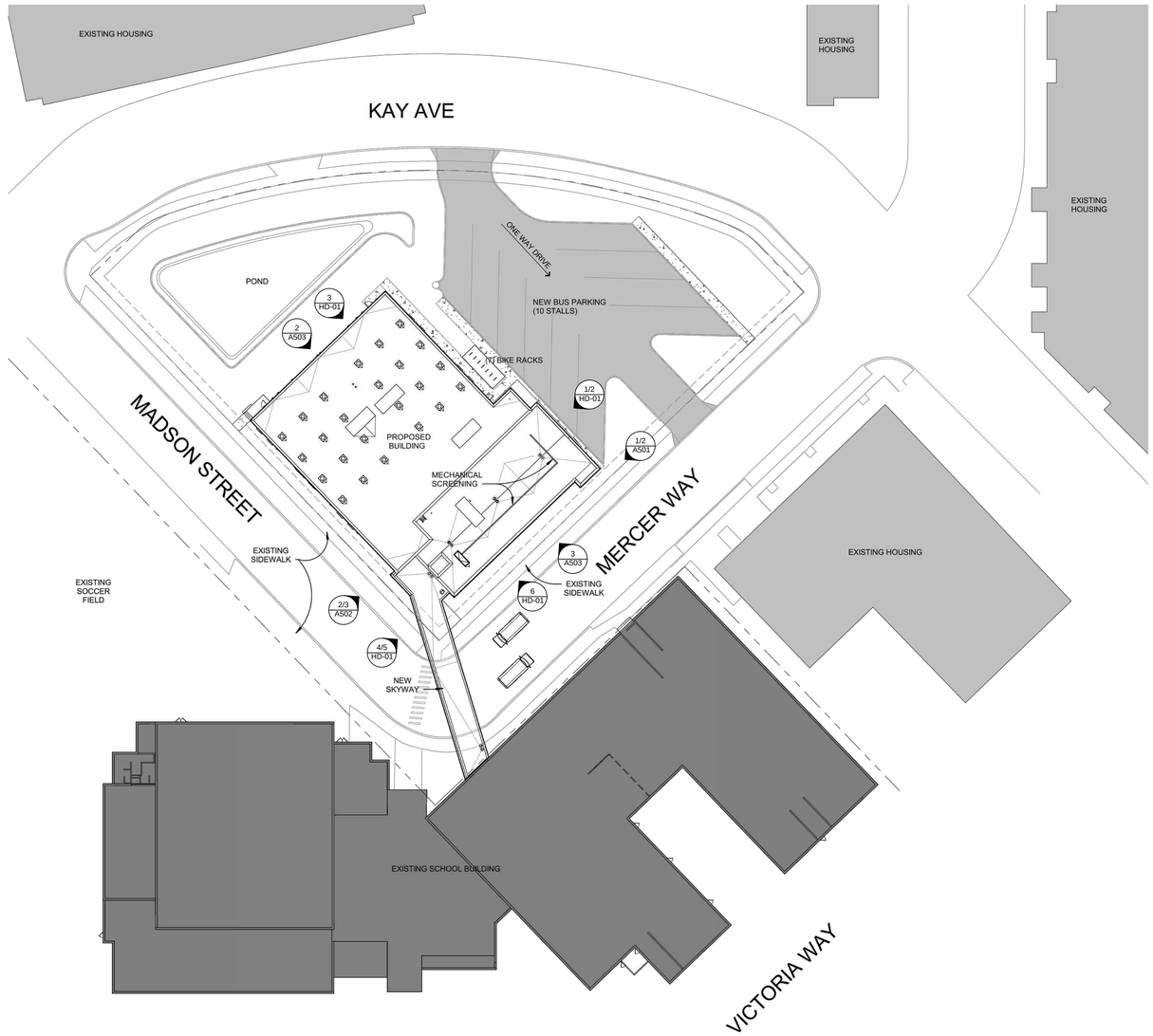
*Shalom Campus and the subject parcel  from the corner of Madson Way and Mercer Street.*



*Townhomes and apartments to the northeast from Madson Street, viewed from across the subject undeveloped parcel.*

Attachments:

1. Drawing Sheet: Architectural Site Plan
2. Drawing Sheet: HD01 Elevation Opening Calculations
3. Drawing Sheet: A501
4. Drawing Sheet: A502
5. Drawing Sheet: A503
6. Context Map: Project Location Map
7. Context Map: Enlarged Aerial Image Project Location Map
8. Context Map: Principal Zoning Map
9. Context Map: Zoning Overlay Map
10. Context Map: Roadway Classification and Frontage Map




1 SITE PLAN
1" = 30'-0"

PROJECT N TRUE

BLOOM HAY DOBBS

Midtown Commons
2324 University Ave. W.,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4960

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME

SIGNATURE

LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**ARCHITECTURAL SITE PLAN**

SHEET NUMBER:
**A100**

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ALL RIGHTS RESERVED

AREA OF NON-SHELTER EXTERIOR WALLS = 8,273.31SF
AREA OF NON-SHELTER OPENINGS = 2,396.35SF
PERCENTAGE OF OPENINGS IN NON-SHELTER = 28.9%

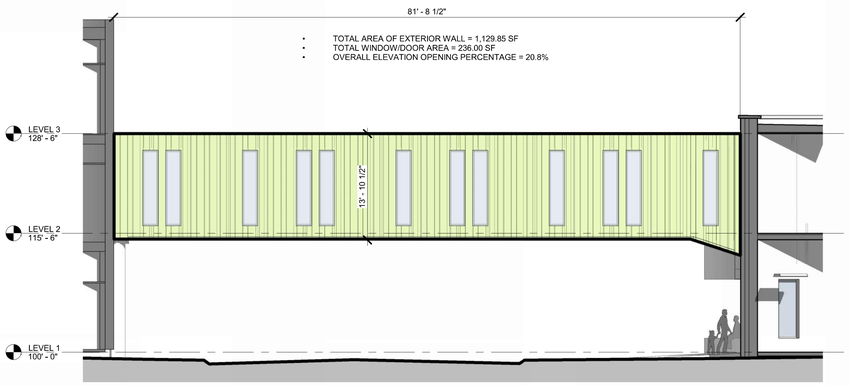
AREA OF SHELTER EXTERIOR WALLS = 10,386.03 SF
AREA OF SHELTER OPENINGS = 81.75SF
PERCENTAGE OF OPENINGS IN SHELTER = 0.7%

**TOTAL AREA OF ALL EXTERIOR WALLS = 18,659.34 SF**
**TOTAL AREA OF ALL OPENINGS = 2,478.10SF**
**TOTAL OPENING PERCENTAGE (COMBINED) = 13.2%**

**COLOR CODE**

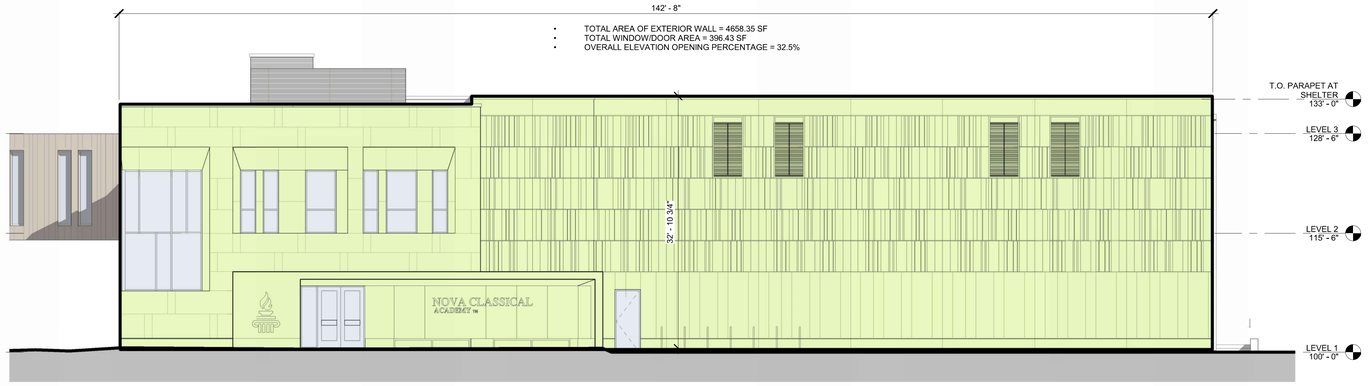
**AREA OF EXTERIOR WALL**

**AREA OF WINDOW/ DOOR**



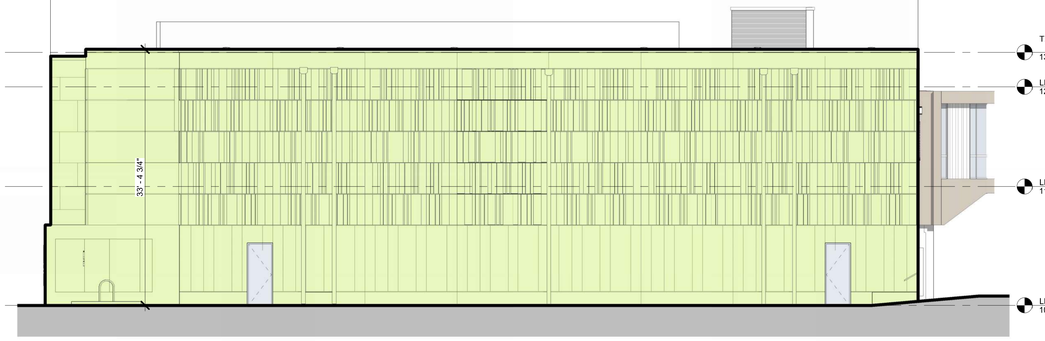

- TOTAL AREA OF EXTERIOR WALL = 1,129.85 SF
- TOTAL WINDOW/DOOR AREA = 236.00 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 20.8%

1 OPNG VARIANCE - SKYWAY OPPOSITE
1/8" = 1'-0"




- TOTAL AREA OF EXTERIOR WALL = 4658.35 SF
- TOTAL WINDOW/DOOR AREA = 396.43 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 32.5%

2 OPNG VARIANCE - NORTHEAST - VIEW FROM KAY AVE.
1/8" = 1'-0"



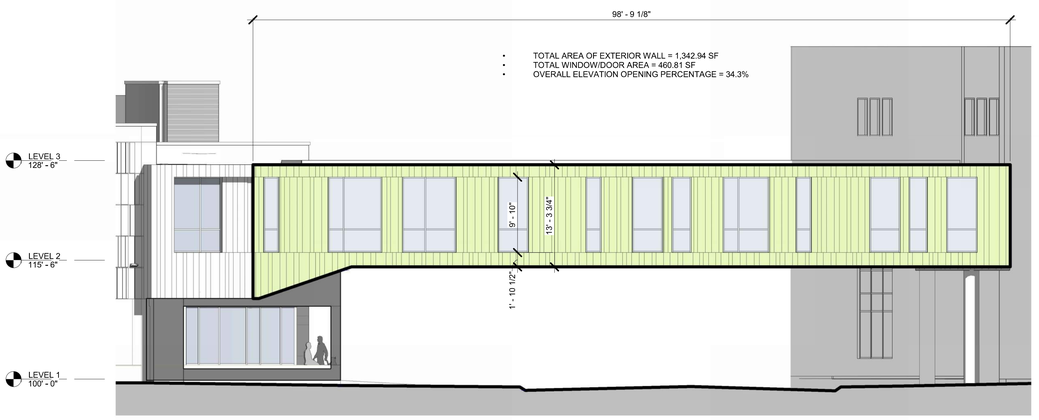

- TOTAL AREA OF EXTERIOR WALL = 3780.90 SF
- TOTAL WINDOW/DOOR AREA = 54.53 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 0.01%

3 OPNG VARIANCE - NORTHWEST - VIEW FROM KAY AVE.
1/8" = 1'-0"



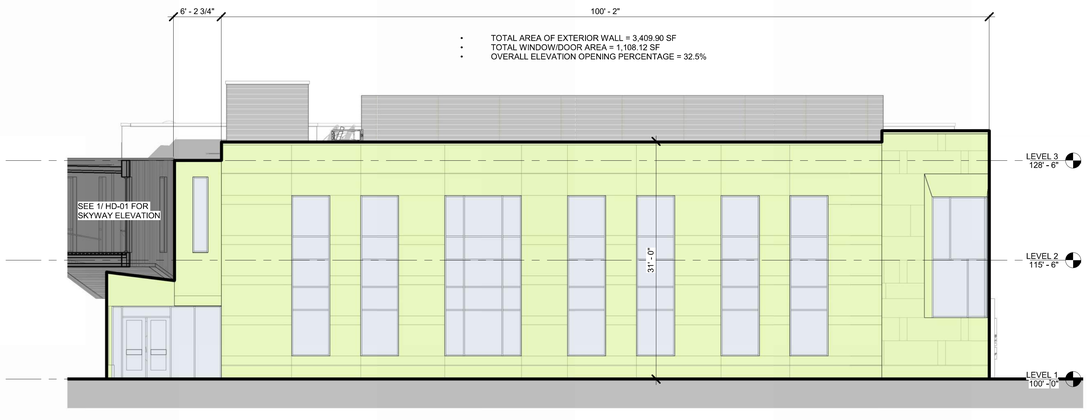

- TOTAL AREA OF EXTERIOR WALL = 4337.40 SF
- TOTAL WINDOW/DOOR AREA = 222.21 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 0.05%

4 OPNG VARIANCE - SOUTHWEST - VIEW FROM MADSON STREET
1/8" = 1'-0"




- TOTAL AREA OF EXTERIOR WALL = 1,342.94 SF
- TOTAL WINDOW/DOOR AREA = 460.81 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 34.3%

5 OPNG VARIANCE - SKYWAY
1/8" = 1'-0"




- TOTAL AREA OF EXTERIOR WALL = 3,409.90 SF
- TOTAL WINDOW/DOOR AREA = 1,108.12 SF
- OVERALL ELEVATION OPENING PERCENTAGE = 32.5%

6 OPNG VARIANCE - SOUTHEAST - VIEW FROM MERCER WAY
1/8" = 1'-0"

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BLOOM HAY DOBBS

Midtown Commons
2324 University Ave. W,
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Tel. 612.338.4590

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

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PRINT NAME

SIGNATURE

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05/07/2025
DATE

**DD DOCUMENT Not For Construction**

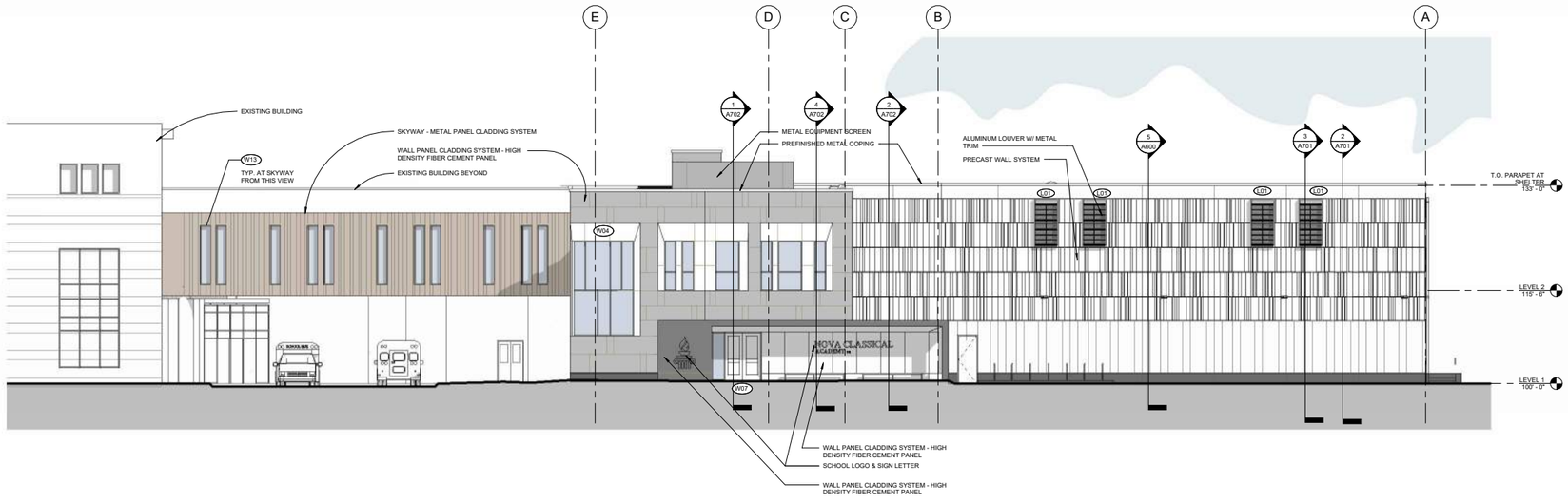
SHEET TITLE:
**OPNG VARIANCE CALCULATION**

SHEET NUMBER:

# HD-01




1 SKYWAY VIEW FROM MERCER ST.




2 ELEVATION - NORTHEAST
1/8" = 1'-0"

BLOOM HAY DOBBS

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2324 University Ave. W.
Suite 200
St. Paul, MN 55114
Tel. 612.338.4992

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1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

**NOT TO SCALE**

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Project Number: 23008.003
Date: 05/07/2025

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DATE

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SHEET TITLE:
**BUILDING ELEVATIONS- NORTHEAST**

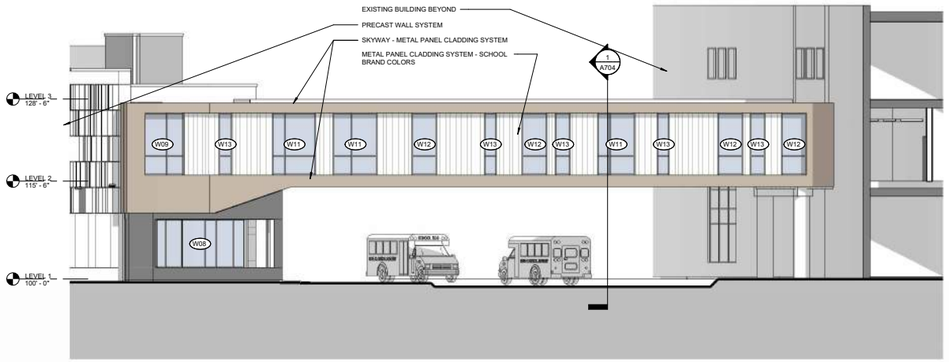
SHEET NUMBER:

# A501

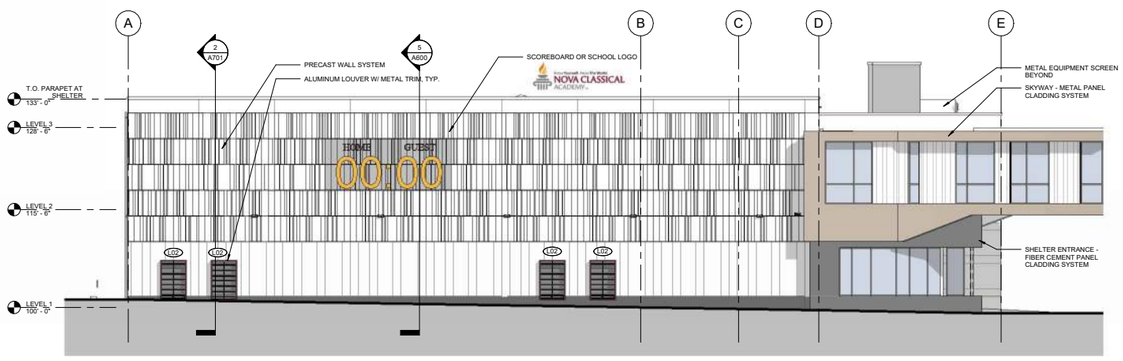
2023 LLT 23008.003_1_A - (COPYRIGHT)



1 SKYWAY - SHELTER ENTRANCE VIEW




2 SKYWAY ELEVATION
1/8" = 1'-0"




3 ELEVATION - SOUTHWEST
1/8" = 1'-0"



4 SKYWAY - SHELTER VIEW FROM MAIN BUILDING

BLOOM HAY DOBBS

Walbrown Commons
2324 University Ave. W.
Suite 200
St. Paul, MN 55114
Tel. 612.338.4992

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

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Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

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05/07/2025
DATE

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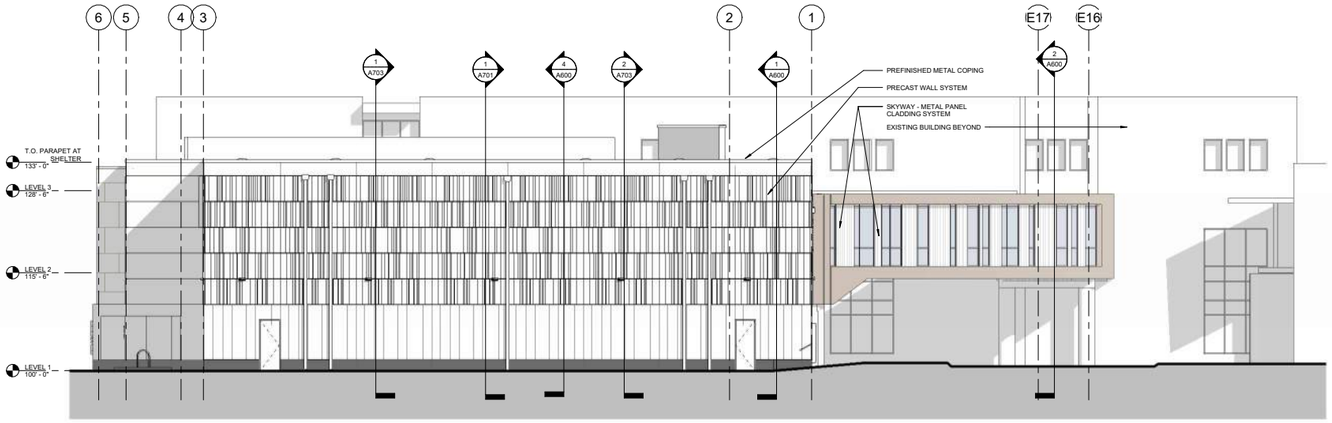
SHEET TITLE:
**BUILDING ELEVATIONS - SOUTHWEST**

SHEET NUMBER:

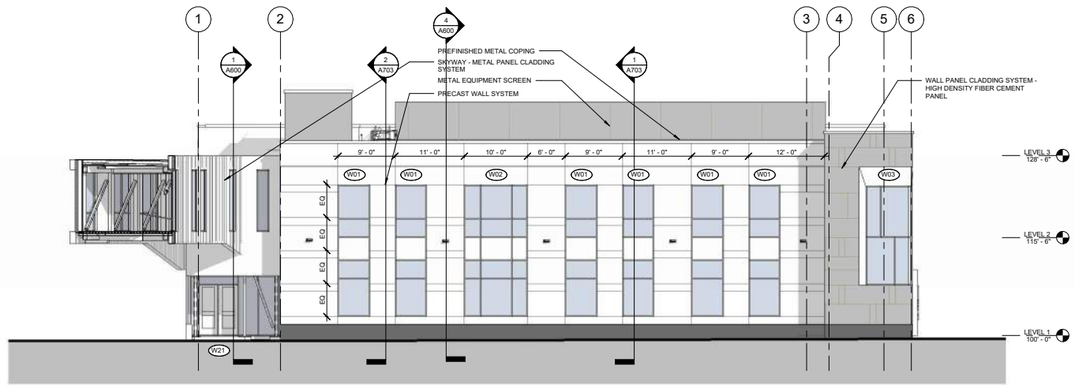
# A502



1 SKYWAY VIEW - FROM NORTH




2 ELEVATION - NORTHWEST
1/8" = 1'-0"




3 ELEVATION - SOUTHEAST
1/8" = 1'-0"

BLOOM HAY DOBBS


Midtown Commons
2324 University Ave. W.,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4990


NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102
Phone: 651.209.6320

CONSULTANT

NOT TO SCALE

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

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SIGNATURE

LICENSE NO.

05/07/2025

DATE

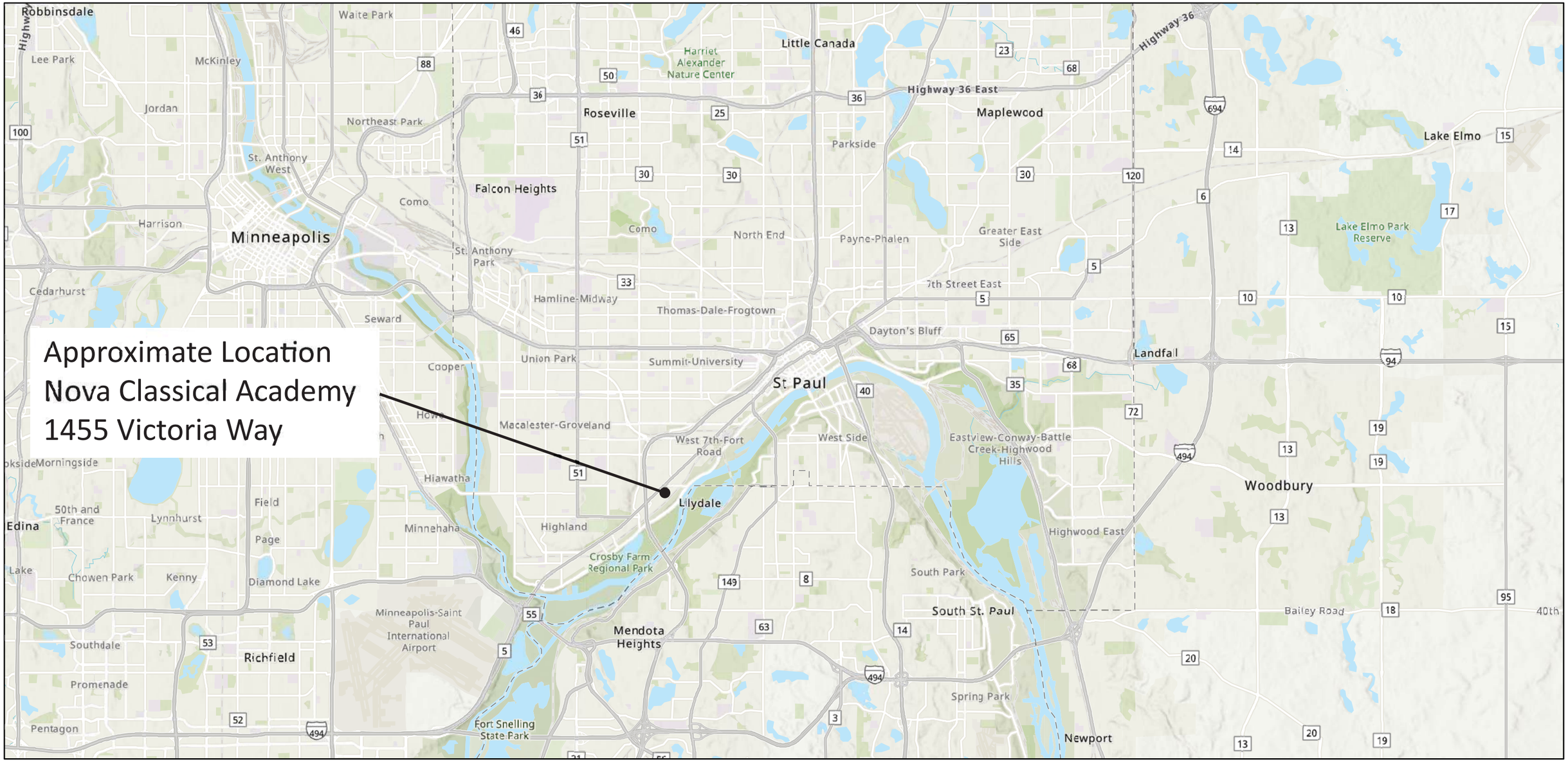
**DD DOCUMENT Not For Construction**

SHEET TITLE:
**BUILDING ELEVATIONS - NORTH WEST & SOUTHEAST**

SHEET NUMBER:

# A503

# Project Location Map




2/19/2025

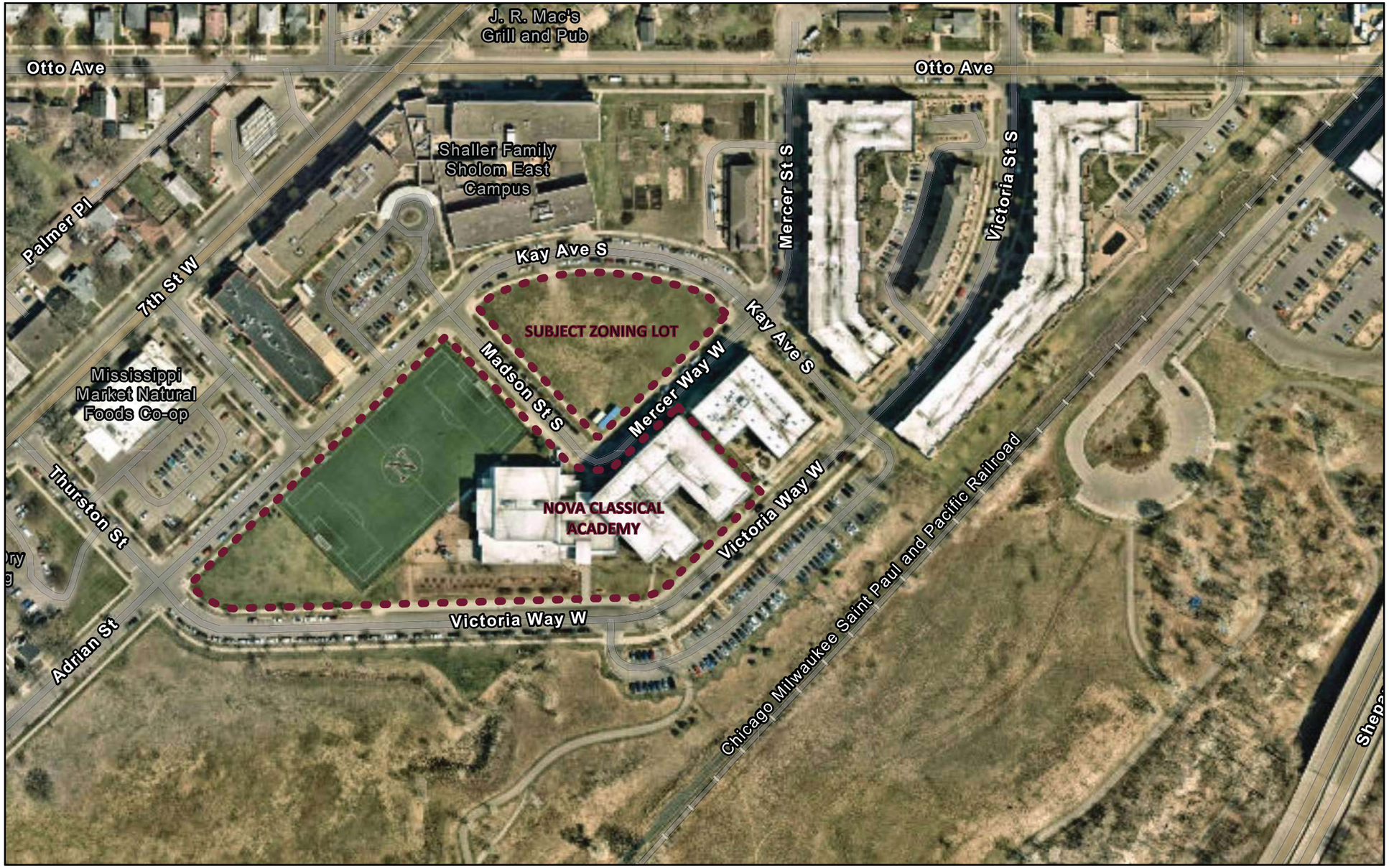
1:140,000

0 1 2 4 mi

0 1.75 3.5 7 km

Esri, CGIAR, USGS, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

# Enlarged Aerial Image Project Location Map




4/1/2025

| | | |
|---|---|---|
| World Imagery | High Resolution 60cm Imagery | Citations |
| Low Resolution 15m Imagery | High Resolution 30cm Imagery | 60cm Resolution Metadata |

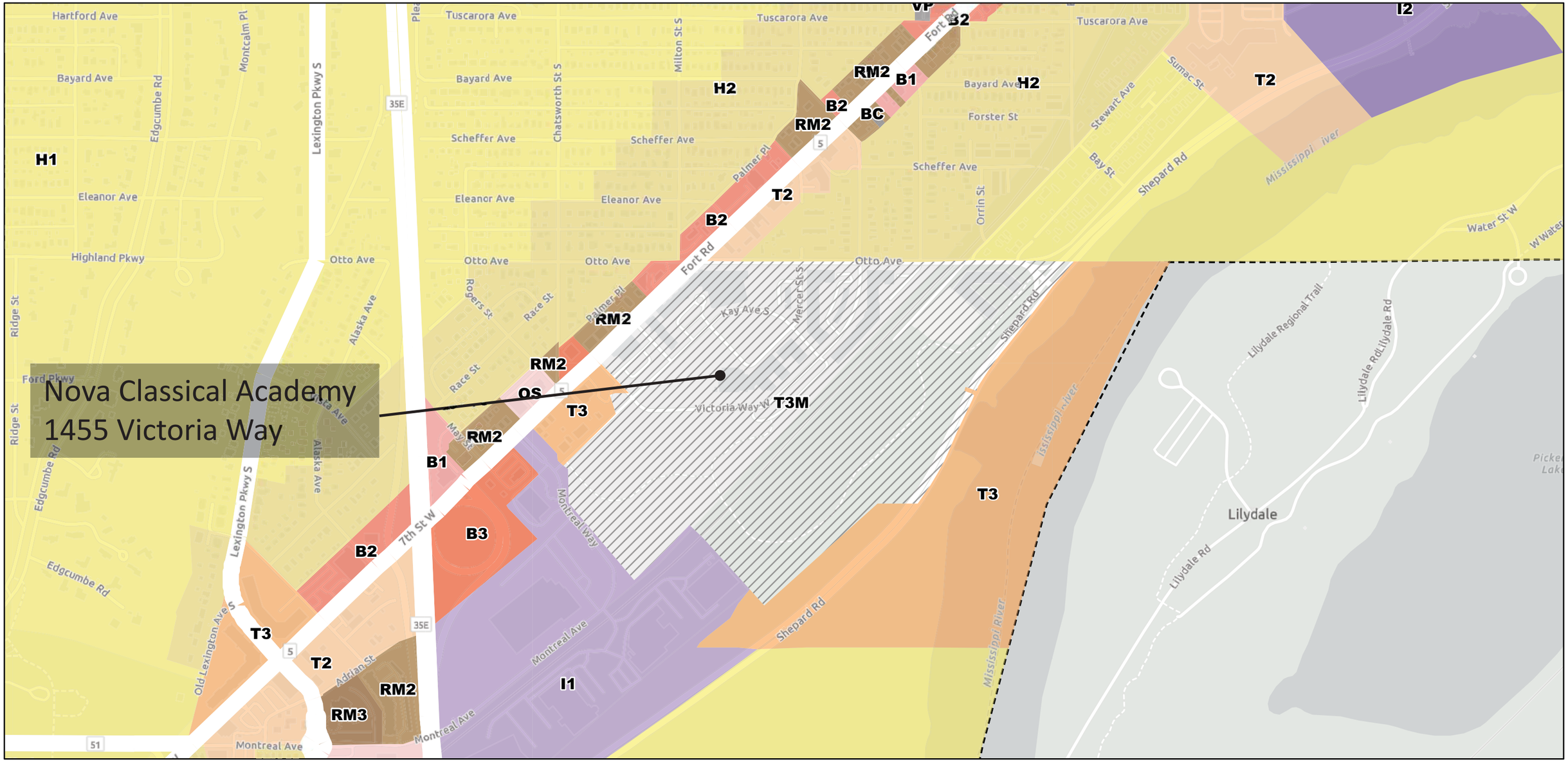
1:3,398

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Dakota County, Maxar

# Principal Zoning Map




3/19/2025, 12:37:50 PM

Interstates
State Highway
Major Streets

Principal Zoning

- H1 Residential
- H2 Residential
- RM2 Multiple-Family
- RM3 Multiple-Family
- T2 Traditional Neighborhood
- T3 Traditional Neighborhood
- T3M T3 with Master Plan
- OS Office-Service
- B1 Local Business
- BC Community Business (converted)
- B2 Community Business
- B3 General Business
- I1 Light Industrial
- I2 General Industrial
- VP Vehicular Parking
- Saint Paul City Boundary

1:9,028

0 0.05 0.1 0.2 mi

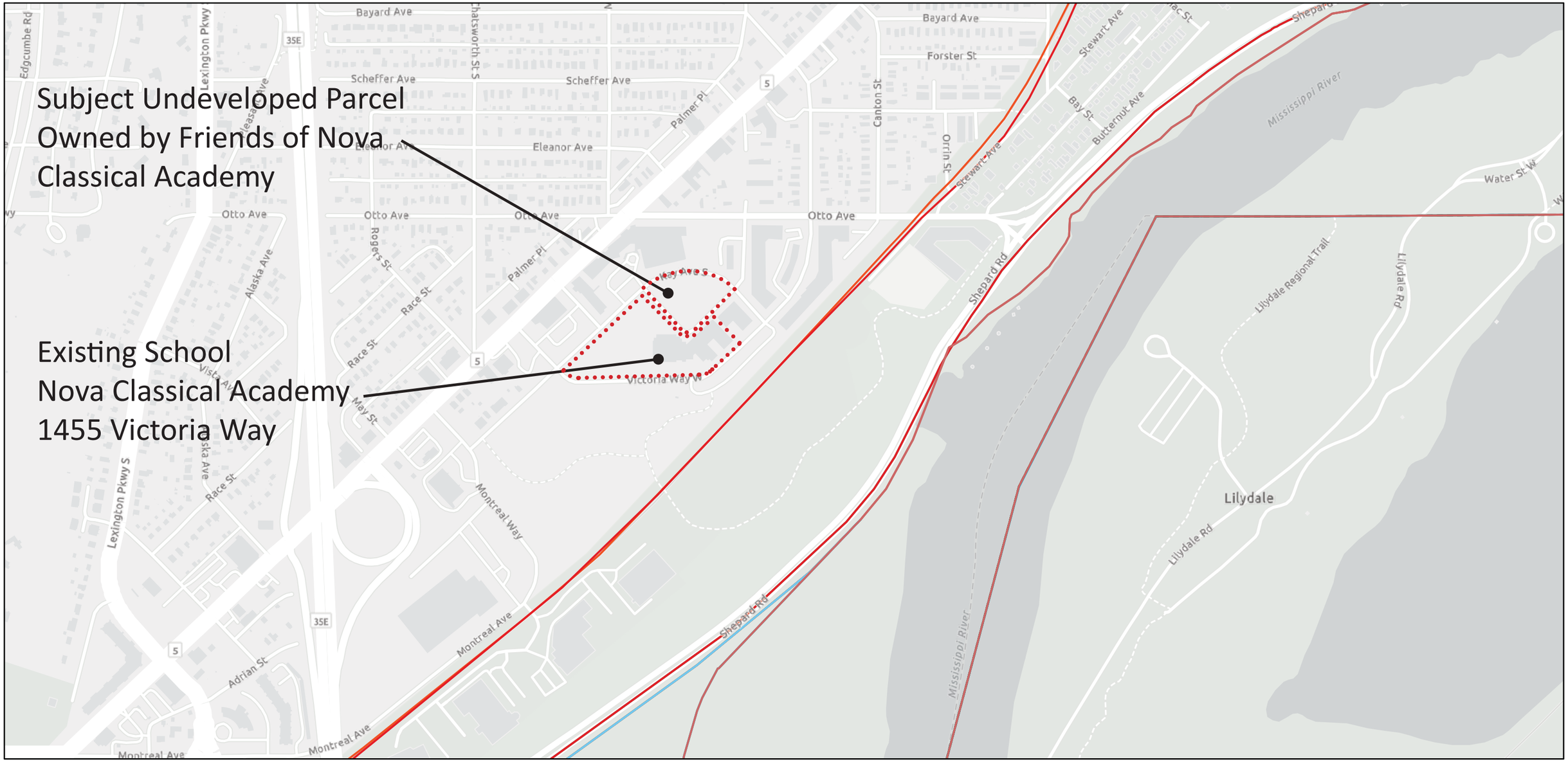
0 0.1 0.2 0.4 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ArcGIS Web AppBuilder

Esri Community Maps Contributors, County of Dakota, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | For more information on these zoning designations, contact PED Principal

# Zoning Overlay (ArcGIS Web Map)




9/20/2024, 1:36:01 PM

Interstates

State Highway

Major Streets

Floodplain Management Overlay Zoning

FW Floodway

FF Flood Fringe

Future Mississippi River Corridor Critical Area Overlay Zoning

CA-ROS Rural and Open Space

CA-UM Urban Mixed

Mississippi River Corridor Critical Area Overlay Zoning

RC1 River Corridor Floodway Overlay District

RC2 River Corridor Flood Fringe Overlay District

RC4 River Corridor Urban Diversified Overlay District

Saint Paul City Boundary

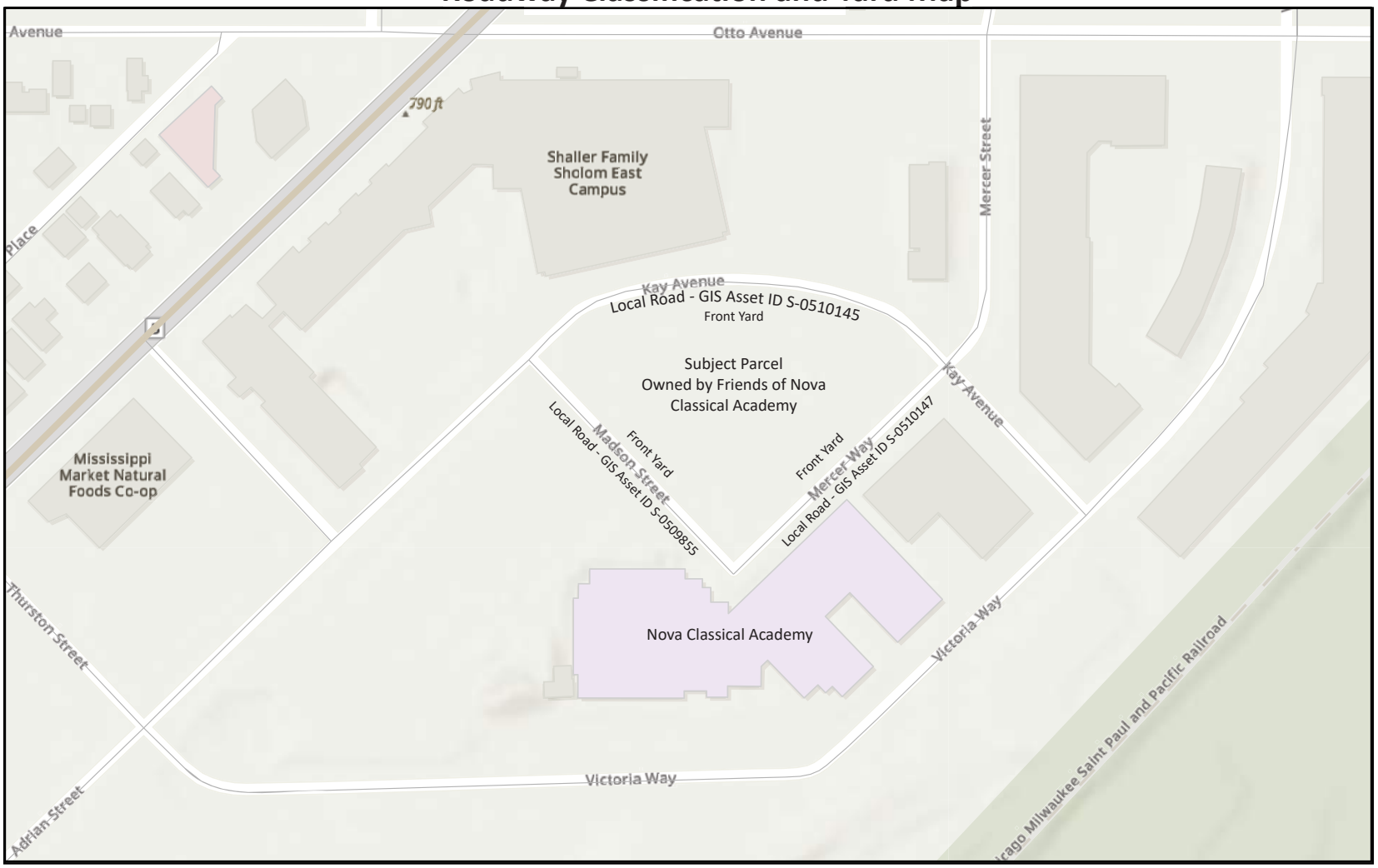
1:8,091

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Esri Community Maps Contributors, County of Dakota, County of Ramsey, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

# Roadway Classification and Yard Map




4/29/2025

State Highway

Minor Streets

World_Hillshade

1:2,510

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,

SOURCE: Online, https://information.stpaul.gov/maps/stpaul::minor-streets; 4/29/25

# ZONING VARIANCE APPLICATION

*To Board of Zoning Appeals*

Dept. of Safety & Inspections
Zoning Section
375 Jackson St., Suite 220
Saint Paul, MN 55101-1806
(651) 266-9008

*To Planning Commission*

Dept. of Planning & Econ. Dev.
Zoning Section
1400 City Hall Annex, 25 W 4th St.
Saint Paul, MN 55102-1634
(651) 266-6583

Zoning Office Use Only
File # _____
Fee Paid $ _____
Received By / Date _____
Tentative Hearing Date _____

**APPLICANT**

Name The Friends of Nova Classical Academy
*(must have ownership or leasehold interest in the property, contingent included)*
Address 1455 Victoria Way City St. Paul State MN Zip 55102
Email JPrins@novaclassical.org Phone 651-209-6320
Name of Owner (if different) Nova Classical Academy Email _____
Contact Person (if different) _____ Email _____
Address _____ City _____ State _____ Zip _____

**PROPERTY INFO**

Address / Location Undeveloped pie-shaped parcel north of 1455 Victoria Way
PIN(s) & Legal Description PID: 142823210064. See the attached exhibit containing the legal description.
*(attach additional sheet if necessary)*
_____ Lot Area ~1.14 Acres Current Zoning T3M

**VARIANCE REQUEST:** Application is hereby made to the Board of Zoning Appeals (or to the Planning Commission with another zoning application) for variance from the following section(s) of the Zoning Code See the attached document. _____. State the requirement and variance requested. The applicant requests dimensional and yard variances due to practical difficulties arising from circumstances unique to the property. See the attached narrative outlining the four related variances requested in this application.

**SUPPORTING INFORMATION:** Explain or demonstrate the following. Attach additional sheets if necessary.

1. Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.
   See the attached narrative providing supporting information for Items 1-4.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

4. The variance will not alter the essential character of the surrounding area.

☒ Required site plan is attached

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

**Applicant's Signature** _____ **Date** 6-26-25

Rev 7.4.2019

BLOOM
HAY DOBBS

Milwaukee Headquarters
10501 W. Research Drive
Suite 100
Milwaukee, WI 53226
P: 414-771-3390
F: 414-771-4490

Madison Branch
406 Science Drive
Suite 204
Madison, WI 53711
P: 608-819-8511

Minneapolis Branch
7825 Washington Ave S
Suite 635
Minneapolis, MN 55439
P: 952-686-6511

Chicago Branch
150 N. Wacker Drive
Suite 1650
Chicago, IL 60606
P: 312-876-9500

Dixon Branch
101 W. 1st Street
Suite 502
Dixon, IL 61021
P: 815-846-4680

Boston Branch
265 Franklin Street
Suite 1702
Boston, MA 02110
P: 617-963-5178

7 July 2025

Applicant

Thomas Dobbs, R.A., Vice President
Bloom Hay Dobbs
2324 University Ave. S., Suite 200
St. Paul, MN 55114
tdobbs@bloomcos.com
612-338-4590

-on behalf of-

The Friends of Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102
Attention: Jesse Prins, Facility Manager
jprins@novaclassical.org
651-209-6320

Subject: Request for a Combined Request for Dimensional and Related Variances Associated with the Lot Adjacent to 1455 Victoria Way

Dear Planning Commissioners:

Please accept our variance application packet, on behalf of the Friends of Nova Classical Academy, for several variances to include a frontage increase, setback increase, a yard variance, and a parking landscaping variance as described herein due to practical difficulties arising from circumstances unique to the property at the ~1.14-acre triangular parcel north of the school (PID 142823210064). The proposed project is in the T3M zoning district and is associated with Nova Classical Academy at 1455 Victoria Way, St. Paul, MN.

Please contact me if I can provide clarification regarding anything in our application packet or to share comments.

Sincerely,

Thomas Dobbs, RA, CID, NCARB, LEED AP
Vice President, Bloom Hay Dobbs

Zoning Combined Variances Application – Supporting Information

Variances Requested: a setback increase, a parking lot frontage width increase, a parking lot yard location exception, and an interior parking landscaping exception

Applicant: The Friends of Nova Classical Academy

Project: Two-Story Educational Building with Storm Shelter

Address: No Current Address – PID 142823210064; associated with 1455 Victoria Way

Zoning District: T3 Traditional Neighborhood with Master Plan Overlay (T3M)

I. Project Summary

The Friends of Nova Classical Academy, the Affiliated Building Company and landowner in connection with Nova Classical Academy, a public K–12 charter school committed to a classical curriculum, seeks a series of area variances to allow the development of a two-story building addition on a 1.14-acre triangular parcel located immediately north of the existing school campus. The proposed structure will serve as an ICC-500 compliant storm shelter and educational facility and will be connected to the existing building via a second-story skyway spanning the corner of Madson Street and Mercer Way. Currently, the school lacks a storm shelter but has an agreement with Shalom Home for emergency sheltering.

The proposed project will feature a storm shelter, locker rooms and restrooms associated with the storm shelter, office space, meeting space, flexible classroom space, and accessory areas. Within the shelter, two practice courts will serve dual purposes as flexible spaces, supporting physical education classes and providing indoor recess options during inclement weather. A fitness mezzanine area will offer an elevated view of the shelter's main floor. Furthermore, the project includes a minor interior renovation in the existing school building.

The new school building's main entrance will be oriented facing the existing school on Mercer Way. A skyway, clad in metal panels with appropriately sized windows, will bridge Mercer Way, connecting the two buildings from a central location on the second floor of each building.

The building's facade will define its character through the incorporation of precast concrete in various colors and patterns, metal panels, curtain walls, and windows. This design choice aims to echo the adjacent school building's facade. Precast concrete was selected as the primary envelope material, as it satisfies ICC-500 storm shelter structural and code requirements while establishing a visual connection with the existing school facade. The incorporation of multiple roof lines will enhance visual appeal. Pedestrian-scale glazing, employing "blocks of material types," will generate visual interest and a sense of entry, defining the main entry on the first level of Mercer Street. The strategic use of additional colors and textures will further divide the building form into smaller "blocks" to create visual interest and relate to a human scale.

An attractively landscaped site, complete with sidewalks, a shallow storm water detention pond, a parking area, sidewalks, bike parking, plantings, and screening, will revitalize the currently undeveloped lot. The new bus drop-off and pick-up parking area, situated adjacent to the storm shelter, aims to improve neighborhood conditions by alleviating traffic congestion on Mercer Way and Madson Street during student arrival and dismissal times, thereby enhancing student safety. It

is important to note that the parking area will not be used for bus storage but may serve as vehicular parking for the school when not in use for arrival and dismissal. An accessible pedestrian route will seamlessly connect the parking area, building entrances, and sidewalks along Mercer Way.

The site is bounded on all sides by public streets — Kay Avenue, Madson Street, and Mercer Way — and is characterized by an irregular triangular geometry. These features result in significant limitations that prevent conventional compliance with zoning requirements. (Refer to the exhibit attached for a map of the zoning district.

The project provides the following benefits to the community:

- It advances sustainability, resilient infrastructure, and people-centered design.
- It promotes equity by offering a tuition-free K–12 option in a growing and diverse neighborhood.
- It adds value to underutilized land with a high-performing school that enhances the area's livability.

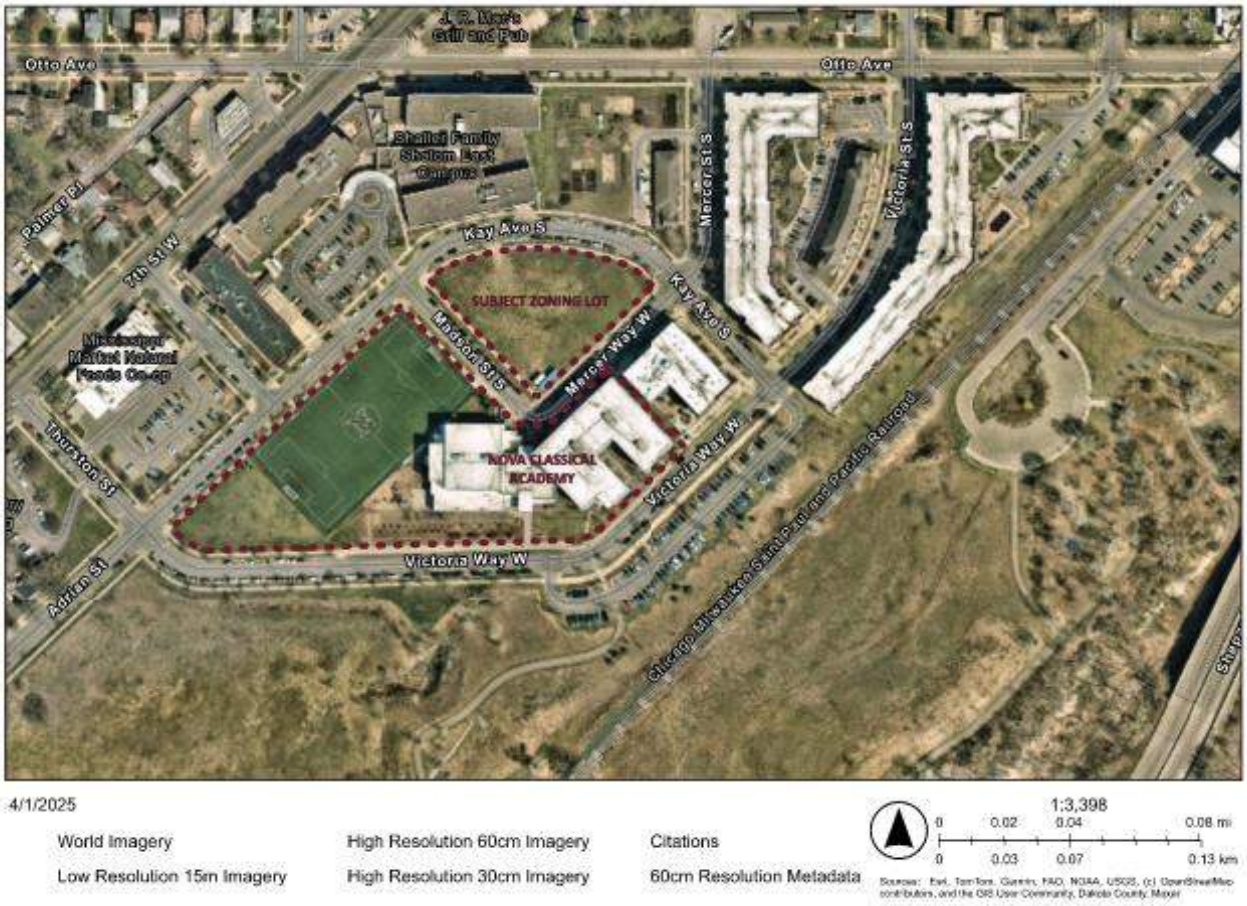
This application respectfully requests the following dimensional and yard variances, which are expanded upon in the required findings section:

1. Front Yard Setback Increase (Sec. 66.331): From a maximum of 10 feet to a maximum of 139 feet along Kay Avenue, due to practical difficulties arising from circumstances unique to the property. See the attached Drawing Sheet, A100 - Architectural Site Plan exhibit, other attachments, and supporting information.
2. Parking Lot Frontage Width Increase (Sec. 66.342.a.2): From 60 feet to 97 feet for frontage along Mercer Way and to 180 feet (in a straight diagonal line, not an arc) for frontage along Kay Avenue, due to practical difficulties arising from circumstances unique to the property and bus geometry requirements. See the attached Civil Paving and Geometric Plan exhibit, other attachments, and supporting information.
3. Bus Parking Area in Front Yard (Sec. 63.312; 66.342.a; 66.343): Locate parking in front yard due to the absence of side and rear yards, due to practical difficulties arising from circumstances unique to the property. See the attached Context Map: Roadway Classification and Yard Map, other attachments, and supporting information.
4. Omit Parking Area Interior Landscaping (Sec. 63.314 (c/e). Relief from requirement to include interior landscaping due to bus turning and parking geometry requirements and practical difficulties arising from circumstances unique to the property. See the attached Drawing Sheet, C401 - Civil Site Plan and Turning Movements, other attachments, and supporting information.

(Related): The project is also subject to separate entitlements including requests for a master plan amendment, a skyway clearance reduction, an air rights vacation, an encroachment permit, and additional variance requests to include an opening reduction and a FAR decrease, each addressed separately.

*(Continued on Next Page)*

Location Map




II. Required Findings

1. **Practical difficulties in complying with the provision of the code from which a variance is requested, and that the property would be used in a reasonable manner not permitted by the provision.**

   This project faces multiple practical difficulties in complying with dimensional and area regulations, arising from circumstances that are both unique and not self-imposed. These include:

   Irregular Lot Shape and Street Frontage on All Sides: The site is bound by local streets: Kay Avenue, Mercer Way, and Madson Street. The lot's irregular pie shape configuration results in a lot with only front yards. The irregular pie shaped geometry of the parcel and its bounding by three local streets create the unusual condition of having only front yards and no sides or rear yard. This renders standard requirements for rear/side yard parking and consistent building setbacks infeasible. (See attached Exhibit)

   a. Contaminated Subsurface Conditions: The site, part of the former Koch Tank Farm, is subject to MPCA-mandated contamination caps. Excavation is restricted due to a geotextile barrier over a consolidated solidified contaminated containment layer. Additionally, groundwater has typically been observed at just under 9 feet below grade,

which further limits subsurface construction. These environmental and groundwater constraints make it impossible to install underground stormwater tanks, infiltration structures, or other deep stormwater infrastructure that would otherwise reduce the surface footprint. The cap is a unique condition that exists from a portion of the former Koch tank farm, limiting the use of the school site. (See attached exhibit showing this is a unique condition.)

b. Stormwater Management Requirements: Due to the shallow excavation limits, stormwater detention must be handled with broader, surface-level ponds that require more horizontal space, conflicting with typical yard and setback standards.

c. Transportation Safety Considerations: The need for dedicated bus drop-off and pick-up areas—integral to school operation and student safety—requires frontage exceeding the T3 district's parking frontage limitations. Alternative solutions such as structured or underground parking are infeasible due to environmental and geometric constraints.

The practical difficulties related to each variance are further outlined below:

a. Front Yard Setback Increase (Sec. 66.331): From a maximum of 10 feet to a maximum of 139 feet along Kay Avenue, due to practical difficulties arising from circumstances unique to the property. See the attached Drawing Sheet, A100 - Architectural Site Plan exhibit, other attachments, and supporting information.

   The irregular lot with front yards only and no side and back yard results in a practical difficulty to meet the T3 zoning district required building front yard setback of 0-10 feet at the front yard. It is unreasonable to require the front yard setback to be met on all sides of the lot because it prohibits compliance with stormwater requirements which are only achievable with surface stormwater structures such as the shallow detention pond shown in the attached drawings (due to capped/encapsulated contamination). The strict enforcement of the front yard setback would prevent other site elements to be constructed on site, such as the bus arrival and departure parking area. The applicant seeks an increase of the required building setback on Kay Avenue to facilitate essential circulation of buses through and in the parking area and to meet stormwater requirements. These modifications allow reasonable and necessary use of the property while protecting public health and safety, while providing a valuable civic use. No other feasible stormwater system could meet both the City's stormwater requirements and environmental (MPCA) constraints.

b. Parking Lot Frontage Width Increase (Sec. 66.342.a.2): From 60 feet to 97 feet for frontage along Mercer Way and to 180 feet (in a straight diagonal line, not an arc) for frontage along Kay Avenue, due to practical difficulties arising from circumstances unique to the property and bus geometry requirements. See the attached Civil Paving and Geometric Plan exhibit, other attachments, and supporting information.

   The parking frontage limitation in the T3 district is sixty (60) feet. The dimensional requirements needed to accommodate personal vehicles are indicated in the visual exhibits in the zoning code for parking areas at Sec. 63.505. Apparently, the maximum frontage allowed for parking is related to the dimensional layout patterns shown in that section of the zoning ordinance. Due to the site's irregular shape, there is frontage on all sides of the undeveloped lot. For bus parking and turning, additional space is

needed beyond what would be needed for personal vehicle parking lots. These combined conditions result in a practical difficulty due to the unique circumstances of the site. As a result, there is a need for increased frontage along Mercer Way of 97 feet and along Kay Ave. of 180 feet. Further, parking for buses is not practically and reasonably moved above grade level to an elevated parking area, nor is a subgrade bus parking area feasible due to contamination and dimensional requirements for buses.

c. Bus Parking Area in Front Yard (Sec. 63.312; 66.342.a; 66.343): Locate parking in front yard due to the absence of side and rear yards, due to practical difficulties arising from circumstances unique to the property. See the attached Context Map: Roadway Classification and Yard Map, other attachments, and supporting information.

   Requirements to locate the parking area in the side or rear yard are not possible. The site is bounded by local streets: Kay Avenue, Mercer Way, and Madson Street. The lot's irregular pie shape configuration results in a lot with only front yards. The irregular pie shaped geometry of the parcel and its bounding by three local streets create the unusual condition of having only front yards and no sides or rear yard. This renders standard requirements for rear/side yard parking infeasible. Allowing parking in the front yard, as indicated in the attached drawings, is reasonable.

   Parking is located in the facing yards of adjacent properties in the neighborhood such as the co-op grocery store, Shalom Home, and the alley for townhomes along Kay Ave.

d. Omit Parking Area Interior Landscaping (Sec. 63.314 (c/e). Relief from requirement to include interior landscaping due to bus turning and parking geometry requirements and practical difficulties arising from circumstances unique to the property. See the attached Drawing Sheet, C401 - Civil Site Plan and Turning Movements, other attachments, and supporting information.

   Zoning code requires the following: *Interior landscape. Parking facilities with more than twenty (20) parking spaces or six thousand (6,000) square feet of paving, whichever is less, shall provide fifteen (15) square feet of interior landscaped area for every one hundred (100) square feet of paving. Interior landscaping may not substitute for perimeter landscaping, but may join perimeter landscaping as long as it extends at least four (4) feet into the parking area from the perimeter landscape line.*

   Due the practical difficulty created by the unique site geometry it is infeasible to meet this requirement while providing adequate area for bus parking and bus turning radii. Perimeter landscaping, screening, and walkways meeting zoning requirements will be provided.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

   The property exhibits several unique conditions not caused by the applicant, including:

   Environmental Contamination: The site's history as a petroleum tank farm left it heavily contaminated. The City of Saint Paul and MPCA required the placement of a protective barrier to cap the contamination. This limits excavation depth and prohibits typical underground improvements. These limitations are a direct result of historical use and

environmental policy—not any action by the applicant. These limitations will apply to any future use of the property.

Geometric Configuration: The triangular lot shape, with streets on all sides, creates a planning anomaly where zoning code assumptions regarding side/rear yards and setback relationships cannot be satisfied.

Topography and Existing Infrastructure: Street alignments and surrounding development—including townhomes and senior living—further limit available development options. Strict application of all T3 zoning requirements would render the lot effectively undevelopable in a reasonable or functional manner.

Bus Parking Necessities: As a school serving grades K–12, Nova Classical Academy must accommodate school buses in a safe and accessible manner. The infeasibility of structured or underground bus parking not only due to contamination but also due to turning radii and site geometry which is not caused by the Owner.

These conditions, when combined, present a hardship not created by the Owner that prevents the property from being used in a manner consistent with its permitted use in the zoning code.

3. The variance will not permit any use that is not allowed in the zoning district in which the property is located.

The proposed use—a public K–12 educational facility—is a permitted Institutional/Civic use within the T3M zoning district. The addition supports existing operations without increasing enrollment or staffing and is entirely consistent with both the permitted use table and the district's overarching goals of mixed-use, pedestrian-friendly, community-serving development.

Importantly, the variance does not authorize any non-permitted use; it solely facilitates site planning necessary for a permitted civic function in a constrained site context.

As a permitted use in the zoning district, the school building harmonizes with the zoning code's general intent and purpose, as indicated below.

*T3 Zoning District Intent: (Reference Sec. 66.314)*
*The T3 traditional neighborhood district provides for higher-density pedestrian- and transit-oriented mixed-use development. It is designed for development or redevelopment of land on sites large enough to support:*

*a) A mix of uses, including residential, commercial, civic and open space uses in close proximity to one another;*
*b) A mix of housing styles, types and sizes to accommodate households of varying sizes, ages and incomes;*
*c) A system of interconnected streets and paths that offer multiple routes for motorists, pedestrians and bicyclists, and are connected to existing and future streets;*
*d) A system of open space resources and amenities; and incorporation of environmental features into the design of the neighborhood.*

*The T3 district is also intended for smaller sites in an existing mixed-use neighborhood center where some of the above elements already exist, or in an area identified in the comprehensive plan as a potential "urban village" site. The above elements may be found*

*within the T3 district or adjacent to it; the intent is that all would be present within a reasonable walking distance*.

The school provides a valuable resource for the neighborhood as a K-12 public charter school option. The T3 district encourages higher-density, pedestrian-friendly mixed-use development, including civic and institutional (inclusive of K-12 school) uses. The proposed variance benefits the neighborhood and meets the intent of the T3 Zoning district by providing:

- A mix of uses, including civic and residential elements. The school complements the predominantly residential area and other uses, adding the diversity of uses needed for an "urban village".
- A pedestrian-friendly environment with improved pathways and transit access.
- A safe and sustainable urban development.

City zoning ordinances are an extension of the City's adopted Comprehensive Plan per Minnesota Statutes. The City of St. Paul 2040 Comprehensive Plan recommends people centered land use policies that provide for the flexible and adaptable implementation of Zoning Ordinances, most notably policy LU-7 which call for flexible zoning to respond to changes, conditions, and opportunities, and LU-33 which promotes amenities for neighborhood scale Institutional uses, to include schools.

These variance requests for this project are supported by the following opportunities, Core Values, Focus Areas, Priorities, Goals, and Policies contained in the City of St. Paul 2040 Comprehensive Plan:

Challenges and Opportunities

Equity – How we grow, develop and invest over the next 20 years must be done in a way that reduces racial disparities in jobs, income, housing cost burden, education and homeownership.

Economic development – To address our equity, diversity and growth goals, the City and its economic development partners must capture innovations in the marketplace (including service delivery, job training, education and new business sectors) that lead to a growing, adapting, strong local and regional economy. Saint Paul's racial and ethnic diversity is a unique asset that should be tapped to fuel economic growth, especially as it brings innovative economic models to our neighborhoods.

Fostering the next generation – If a city is going to grow, innovate and prosper, it must provide opportunities for its youth to grow, innovate and prosper. The same physical systems that need to accommodate an aging population need to accommodate a young population. This is especially important in the areas of education and employment and innovation.

Core Values

Equity and opportunity. We are a city where opportunities in education, employment, housing, health and safety are equitably distributed and not pre-determined by race, gender identity, sexual orientation or age; we are a city that creates opportunities for all residents to achieve their highest potential.

**People-centered.** We are a city that puts people first, recognizes and celebrates our complex and interrelated histories, and treasures our young and older residents as integral members of our community.

Focus Areas

**Equitable** cities create opportunities for all residents to achieve their highest potential. How Saint Paul grows, develops and invests over the next 20 years must be done in a way that reduces racial disparities in jobs, income, education and homeownership.

**Urban design** is the thoughtful arrangement of the public realm, or the public spaces between buildings (including parks, streets and sidewalks). Good urban design – the interaction between private development and public space – fosters activity, connection, beauty, safety, and economic value.

Priorities

**Livability, equity and sustainability.** When we asked about regional themes established by the Metropolitan Council, you said livability, equity and sustainability are the most important for Saint Paul. Other regional themes we will incorporate into the updated Comprehensive Plan include prosperity and stewardship.

Land Use Chapter

**Goals**

5. Infrastructure for all ages and abilities.
6. Efficient, adaptable and sustainable land use and development patterns and processes.
8. People-centered urban design.

**Policies**

Policy LU-5. Encourage flexible building design to ensure ongoing functionality and viability, and to respond to new market opportunities

Policy LU-7. Use land use and zoning flexibility to respond to social, economic, technological, market and environmental changes, conditions and opportunities

Policy LU-9. Promote high-quality urban design that supports pedestrian friendliness and a healthy environment, and enhances the public realm.

Policy LU-33. Promote amenities that support those who live and work in Neighborhood Nodes, including frequent transit service, vibrant business districts, a range of housing choices, and neighborhood-scale civic and institutional uses such as schools, libraries and recreation facilities.

4. **The variance will not alter the essential character of the surrounding area.**

The subject property is located adjacent to open spaces and apartment complexes with parking areas, an assisted living facility with a parking area, a community garden, townhomes, and a co-op grocery store with a parking area. Parking is located in the facing yards of several adjacent properties. The existing school is also adjacent to Victoria Park.

The proposed use is permitted in the zoning district, and the school is a valuable contribution to the neighborhood.

The proposed use is consistent with the existing building and will not be injurious to neighbors; rather, the improvements will transform a vacant lot into an active beneficial use. The proposed building is attractive and consistent with the applicable building design requirements, except as indicated in the entitlements requested. The site will be nicely landscaped, and the parking area will include screening to meet city ordinances. The use is not detrimental to neighbors and will relieve traffic congestion caused by buses during arrival and dismissal times.

Accommodating the area needs for buses is reasonable and affords justice for the Owner allowing them to use their property for bus parking to alleviate traffic congestion and improve safety during arrival and dismissal times.

The images following the written portion of this request offer visual context of the surrounding area, existing school, and subject undeveloped lot demonstrating that the project will not alter the essential character of the surrounding area.

## Conclusion

The applicant respectfully requests that the Planning Commission grant the variances requested. These requests are rooted in significant practical difficulties created by unique environmental and geometric constraints and are necessary to allow a reasonable, permitted use that strengthens community resilience, safety, and urban design goals.

The proposed project fully aligns with the goals and policies of the Saint Paul 2040 Comprehensive Plan and the intent of the T3 zoning district. The variance will not impair the use or enjoyment of neighboring properties. To the contrary, it will deliver meaningful benefits and advantages to the community.

Please see the attached images and drawings, which demonstrate that the planned improvements will not alter the essential character of the neighborhood.

*(Continued on the next page.)*

## Neighborhood Images



*Nova Classical Academy's existing school building from Victoria Way*



*Nova Classical Academy from Victoria Way*



*Nova Classical Academy along Mercer Way and Madson Street.; image taken from the subject parcel.*



*Nova's building (gymnasium) and Nova's turf field in the foreground with Shalom apartments and Mississippi Market co-op parking area and store in the background.*



*Victoria Apartments and Nova Classical Academy from Kay Ave.*



*View of Nova Classical Academy and Nova's turf field, from Kay Ave.*




*Shalom Campus from Kay Ave.*




*Shalom Campus from Madson Way and Kay Ave.*



*Shalom Campus from the subject parcel near Mercer Way and Kay Ave.*



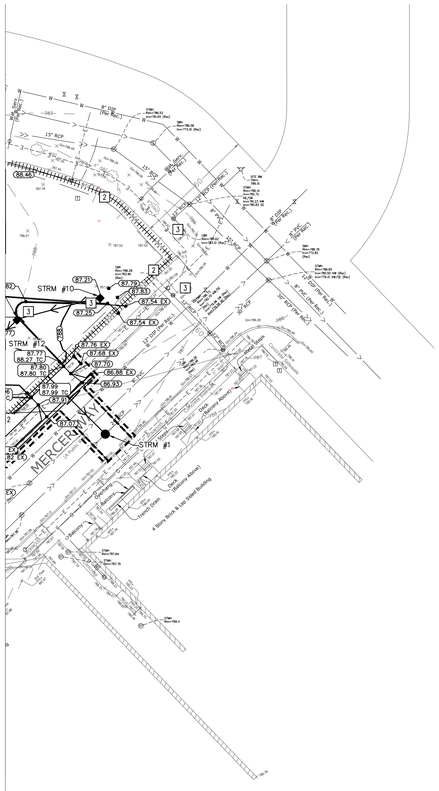
*Shalom Campus and the subject parcel from the corner of Madson Way and Mercer Street.*



*Townhomes and apartments to the northeast from Madson Street, viewed from across the subject undeveloped lot.*

Attachments:

1. Drawing Sheet C200: Civil Grading, Drainage, and Erosion Control Plan
2. Drawing Sheet C400: Civil Paving and Geometric Plan (Includes Parking Frontages and Setback)
3. Drawing Sheet C401: Civil Site Plan and Turning Movements
4. Drawing Sheet A100: Architectural Site Plan (Includes Building Setbacks)
5. Drawing Sheet B1608280: Area of Consolidated Soils by Braun Intertec
6. Certified Site Survey V1.0
7. Context Map: Project Location Map
8. Context Map: Enlarged Aerial Image Project Location Map
9. Context Map: Principal Zoning Map
10. Context Map: Zoning Overlay Map
11. Context Map: Roadway Classification and Yard Map




3/C500.

3 INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 4/C500.

4 APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASH OUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.

5 BIOFILTRATION BASIN AND WATER QUALITY TREATMENT POND(S) ARE TO BE CONSTRUCTED AT THE END OF GRADING OPERATIONS ONCE THE TRIBUTARY AREA'S FINAL STABILIZATION HAS BEEN INSTALLED. REFER TO DETAIL 1/C501 FOR BIOFILTRATION BASIN CROSS SECTION.
**CONSTRUCTION TRAFFIC IN FILTRATION AREA(S) IS NOT ALLOWED AFTER AREA HAS BEEN EXCAVATED. PRIOR TO FINAL STABILIZATION, LOOSEN SOIL WITH MECHANICAL TILLER. FILTRATION AREA(S) ARE NOT APPROVED BORROW SITES AND ARE NOT TO BE USED FOR TEMPORARY SEDIMENT BASIN(S) ONCE BASIN(S) SUBGRADE ELEVATION HAS BEEN EXCAVATED. CONTRACTOR SHALL ENSURE THAT BASIN(S) FILTRATE AT A MINIMUM RATE OF 1—INCH PER HOUR USING A DOUBLE RING INFILTROMETER TEST BEFORE FINAL ACCEPTANCE. DOUBLE RING INFILTROMETER TEST SHALL BE SIGNED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY AND ENGINEER FOR REVIEW BEFORE FINAL APPROVAL.**

6 INSTALL MN/DOT 3885 CATEGORY 20 TEMPORARY STRAW FIBER EROSION CONTROL BLANKET.

| | |
|---|---|
| SEDIMENT CONTROL LOG | |
| PROPERTY LINE | |
| SAWCUT LINE (APPROX.) | |
| PROPOSED CONTOUR | 980 |
| DRAIN TILE | |
| STORM SEWER | |
| CATCH BASIN | |
| MANHOLE | |
| EROSION CONTROL BLANKET (TEMPORARY) | |
| ROCK CONSTRUCTION ENTRANCE | |
| SPOT ELEVATION | 87.50 |
| SOIL BORING | SB-1 |
| CONCRETE WASHOUT AREA | CONCRETE WASHOUT AREA |

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

| | |
|---|---|
| ELEV | Elevation |
| EX | Existing |
| FFE | Finished Floor Elevation |
| HWL | High Water Level |
| INV | Invert |
| LFE | Lower Floor Elevation |
| MAX | Maximum |
| MH | Manhole |
| MIN | Minimum |
| NWL | Normal Water Level |
| PVC | Polyvinyl Chloride |
| RCP | Reinforced Concrete Pipe |
| STRM | Storm Sewer Structure |
| TC | Top of Curb |
| TS | Top of Step |
| TW | Top of Wall |
| W.O. | Washout |
| WQE | Water Quality Elevation |

APPROXIMATE DISTURBED AREA IS **1.20** ACRES

**NOTE:**
**STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 4/C500 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.**

WALKWAY NOTES:

1. GRADING CONTRACTOR IS TO COORDINATE WITH PAVING CONTRACTOR SO THAT ALL WALKS AND LANDINGS ARE SLOPED PER CODE.
2. ALL SIDEWALK LONGITUDINAL AND TRANSVERSE SLOPES ARE TO BE PER CODE.

30' 15' 0 30' 60'
SCALE 1" = 30'

PLAN

S:
TOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND FIELD VERIFY THE EXISTING RIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.

UND INFORMATION WAS PREPARED BY CIVIL SITE GROUP, (612) 615-0060.

TRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL OCATION AND ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE CHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR, IF MAPPED, ARE CTLY. CONTACT GOPHER STATE ONE CALL AT 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. ITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.

EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.

BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL PPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.

VATIONS SHOWN AS 88.30, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 788.30.

VATIONS ALONG THE CURB-LINE INDICATE THE ELEVATION OF THE GUTTER UNLESS NOTED OTHERWISE.

ED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.

ARKING AREAS SHALL NOT HAVE SLOPES IN ANY DIRECTION THAT EXCEED 2%.

TIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.

**TION OF THE GRADING AND UTILITY WORK, THE CONTRACTOR SHALL CERTIFY THAT ALL GRADING AND UTILITY RFORMED IN ACCORDANCE WITH THE APPROVED GRADING AND UTILITY PERMITS. AN AS-BUILT GRADING AND FOR THE STORMWATER BASIN SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR HIRED BY THE SURVEY SHALL BE PROVIDED TO CAPITOL REGION WATERSHED DISTRICT AND CIVIL ENGINEER.**

UANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND THE CITY **AND CAPITOL REGION WATERSHED DISTRICT** WILL INSPECT THE SITE TO DETERMINE ITS SUITABILITY ACTIVITIES. IF THE PUBLIC UTILITIES HAVE NOT BEEN INSTALLED AT THIS POINT, IT MAY BE NECESSARY TO LDING PERMITS FOR VARIOUS LOTS TO ALLOW THE CONTRACTOR ADEQUATE SPACE TO PERFORM THIS WORK.

REATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE. THIS ES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON

TOR MAY STRIP AND SALVAGE TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE CHITECT AND/OR SPECIFICATIONS. SIX INCHES OF TOPSOIL - AFTER COMPACTION - SHALL BE RE-SPREAD DING AND GRADING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDED THERE IS ADEQUATE INING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL STRIPPING, STOCKPILING, AND SHALL BE DONE IN ACCORDANCE WITH, AND NOTED ON, THE APPROVED GRADING PLAN AND S. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL LANTING REQUIREMENTS.

OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION SURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGED PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE OPERTY OWNER(S).

ION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE TPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1 AS FOLLOWS: AREAS PLANNED TO RECEIVE LE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEEDED, STRAW MULCH DISC-ANCHORED.

ING:

LCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH ROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.

GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH S THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH S THAT REQUIRE DISC-ANCHORING MAY BE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE TO THE SOIL BY APPLYING WATER AT A RATE OF 2000 GALLONS PER ACRE OVER THE MULCH AS A TION FOR DISC-ANCHORING.

TOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

ST. PAUL'S NOTES:

1. INSPECTION CONTACT: THE DEVELOPER SHALL CONTACT THE RIGHT OF WAY INSPECTOR **DAN BRADY AT (651) 485-4398** (TWO WEEK PRIOR TO BEGINNING WORK) TO DISCUSS TRAFFIC CONTROL, PEDESTRIAN SAFETY AND COORDINATION OF ALL WORK IN THE PUBLIC RIGHT OF WAY. NOTE: IF A TWO WEEK NOTICE IS NOT PROVIDED TO THE CITY, ANY RESULTING DELAYS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. SAFE WORK SITE REQUIREMENTS: THE CONTRACTOR SHALL PROVIDE A CONTINUOUS, ACCESSIBLE AND SAFE PEDESTRIAN WALKWAY THAT MEETS ADA AND MN MUTCD STANDARDS IF WORKING IN A SIDEWALK AREA, AND TRAFFIC CONTROL PER MN MUTCD REQUIREMENTS FOR WORK IN THE PUBLIC RIGHT OF WAY.
3. NO PRIVATE FACILITIES IN THE RIGHT OF WAY: THE DEVELOPER IS STRICTLY PROHIBITED FROM INSTALLING PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IN THE CITY'S RIGHT OF WAY. THIS INCLUDES STUBBING CONDUIT OR CABLE INTO THE PUBLIC RIGHT OF WAY TO ACCOMMODATE UTILITY FEEDS TO THE SITE. COORDINATE WITH EACH UTILITY PRIOR TO CONSTRUCTION TO DETERMINE FEED POINTS INTO THE PROPERTY. UTILITIES ARE RESPONSIBLE FOR SECURING EXCAVATION PERMITS TO RUN THEIR SERVICE INTO A SITE, AND (WHERE REQUIRED) SUBMITTING PLANS FOR REVIEW BY THE PUBLIC WORKS UTILITY REVIEW COMMITTEE.
4. CITY OF ST. PAUL PERMIT REQUIREMENTS:
   4.1. ORDERING OBSTRUCTION AND EXCAVATION PERMITS: CONTACT **PUBLIC WORKS RIGHT OF WAY SERVICE DESK AT (651) 266-6151. IT IS STRONGLY RECOMMENDED THAT CONTRACTORS CALL FOR COST ESTIMATES PRIOR TO BIDDING TO OBTAIN ACCURATE COST ESTIMATES.**
   4.2. OBSTRUCTION PERMITS: THE CONTRACTOR MUST OBTAIN AN OBSTRUCTION PERMIT IF CONSTRUCTION (INCLUDING SILT FENCES) WILL BLOCK CITY STREETS, SIDEWALKS OR ALLEYS, OR IF DRIVING OVER CURBS.
   4.3. EXCAVATION PERMITS: ALL DIGGING IN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT. IF THE PROPOSED BUILDING IS CLOSE TO THE RIGHT OF WAY, AND EXCAVATING INTO THE RIGHT OF WAY IS NEEDED TO FACILITATE CONSTRUCTION, CONTACT THE UTILITY INSPECTOR.
   4.4. FAILURE TO SECURE PERMITS: FAILURE TO SECURE OBSTRUCTION PERMITS OR EXCAVATION PERMITS WILL RESULT IN A DOUBLE-PERMIT FEE AND OTHER FEES REQUIRED UNDER CITY OF ST. PAUL LEGISLATIVE CODES.
   4.5. REQUIREMENTS TO WORK IN THE PUBLIC RIGHT OF WAY: ALL UTILITIES AND CONTRACTORS WORKING IN THE PUBLIC RIGHT OF WAY MUST TO BE REGISTERED, INSURED AND BONDED, AS RECOGNIZED BY THE **PUBLIC WORKS SERVICE DESK. (651) 266-6151**.
5. ALL WORK ON CURBS, DRIVEWAYS, AND SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY MUST BE DONE BY A LICENSED AND BONDED CONTRACTOR UNDER A PERMIT FROM **PUBLIC WORKS SIDEWALK SECTION (651) 266-9700.** SIDEWALK GRADES MUST BE CARRIED ACROSS DRIVEWAYS.
6. RESTORATION OF ASPHALT AND CONCRETE PAVEMENTS ARE PERFORMED BY THE PUBLIC WORKS STREET MAINTENANCE DIVISION. THE CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR THE COST OF THESE RESTORATIONS. THE CONTRACTOR SHALL **CONTACT PUBLIC WORKS STREET MAINTENANCE TO SET UP A WORK ORDER PRIOR TO BEGINNING ANY REMOVALS IN THE STREET AT (651) 266-9700.** PROCEDURES AND UNIT COSTS ARE FOUND IN STREET MAINTENANCE'S "GENERAL REQUIREMENTS - ALL RESTORATIONS" AND ARE AVAILABLE AT THE PERMIT OFFICE.
7. SIGNS REGULATING PARKING AND/OR TRAFFIC ON PRIVATE PROPERTY (OUTSIDE OF THE PUBLIC RIGHT- OF-WAY ROW) SHALL BE FURNISHED AND INSTALLED BY THE PROPERTY OWNER OR CONTRACTOR AT NO COST TO THE CITY OF ST. PAUL DEPARTMENT OF PUBLIC WORKS. REMOVAL OF EXISTING SIGNS WITHIN THE PUBLIC ROW THAT REGULATE TRAFFIC AND OR PARKING SHALL BE COMPLETED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. NEW SIGNS OR THE REINSTALLATION OF EXISTING SIGNS, AS APPROVED BY PUBLIC WORKS TRAFFIC ENGINEERING, REGULATING PARKING AND/OR TRAFFIC IN THE PUBLIC ROW SHALL BE FURNISHED AND INSTALLED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. ALL EQUIPMENT, MATERIALS, AND LABOR COSTS ASSOCIATED WITH THE CITY AFFECTING A COMPLETE SIGN INSTALLATION SHALL BE THE RESPONSIBILITY OF THE DEVELOPMENT. CONTACT CHRIS GULDEN OF PUBLIC WORKS 651-266-9778 TWO WEEKS IN ADVANCE OF NEEDED SIGN WORK.
8. SEWER REMOVAL/ABANDONMENT PERMIT: LICENSE HOUSE DRAIN CONTRACTOR TO OBTAIN REMOVAL PERMITS FROM PUBLIC WORKS TO CUT OFF EXISTING SEWER CONNECTIONS SERVICES TO THE MAIN LINE. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
9. SEWER CONNECTION PERMIT: PLUMBING CONTRACTOR TO OBTAIN (SEWER CONNECTION PERMIT) TO CONSTRUCT NEW SANITARY AND STORM CONNECTION IN STREET FROM MAIN TO THE PROPERTY. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
10. ALL WATER MAIN AND SERVICES TO BE INSTALLED ACCORDING TO 'SPRWS STANDARDS FOR INSTALLATION OF WATER MAINS', AND 'SPRWS WATER CODE'.
11. SERVICES THAT ARE TO BECOME UNUSED UPON COMPLETION OF THE NEW SERVICE CONNECTION MUST BE CUT OFF BY THE CONTRACTOR AT THE MAIN PRIOR TO THE TURN ON OF THE NEW SERVICES. EXCAVATION AND RESTORATION BY CONTRACTOR.
12. THE CONTRACTOR SHALL CONTACT **MIKE LUSIAN, GENERAL FOREMAN, LIGHTING - SIGNAL MAINTENANCE, (651-266-9780).** IF REMOVAL OR RELOCATION OF EXISTING FACILITIES IS REQUIRED OR IN THE EVENT OF DAMAGE TO THE LIGHTING OR SIGNAL UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY (AND RELATED COSTS) FOR ANY DAMAGE OR RELOCATIONS. .
   12.1 THE INSTALLATION OF PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IS STRICTLY PROHIBITED IN THE CITY'S ROW (RIGHT OF WAY).
13. CONTRACTOR IS TO CONTACT **SAINT PAUL CITY FORESTER (651) 632-2436** PRIOR TO IMPACTING ANY BOULEVARD TREES.
   13.1 EXISTING PUBLIC PROPERTY TREES ARE TO BE PROTECTED AT ALL TIMES. PUBLIC TREES DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED OR REPLACED TO THE SATISFACTION OF, AND AT NO COST TO THE CITY, AS DETERMINED BY THE FORESTRY MANAGER. THE CONTRACTOR IS ADVISED TO DOCUMENT PRE-EXISTING CONDITIONS OF PUBLIC TREES AS WELL AS THE SURROUNDING BOULEVARD PRIOR TO CONSTRUCTION ACTIVITIES.
   13.2 THE REMOVAL, PRUNING, AND/OR PLANTING OF TREES ON PUBLIC PROPERTY REQUIRES AN APPROVED FORESTRY TREE WORK PERMIT FROM THE CITY FORESTER (651-632-2436). ANY WORK MUST BE COMPLETED BY A LICENSED TREE CONTRACTOR.
   13.3 PUBLIC PROPERTY TREES SHALL BE PROTECTED BY ESTABLISHING A TREE PROTECTION ZONE USING A 4' TALL FENCING INSTALLED AT THE DRIP LINE OF THE TREE. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE WORK AND MAINTAINED FOR THE DURATION OF THE PROJECT. PROPOSED WORK WITHIN, OR CHANGES TO THE LOCATION OF TREE PROTECTION FENCING SHALL BE REVIEWED BY THE CITY FORESTER PRIOR TO ALTERATION.
   13.4 CONSTRUCTION SUPPLIES, MATERIALS, SPOILS, EQUIPMENT, AND VEHICLES SHALL NOT BE STORED OR OPERATED WITHIN THE DRIP LINE OF ANY PUBLIC TREE OR WITHIN TREE PAVER AREA OF BOULEVARD WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY FORESTER. IF THE BOULEVARD MUST BE USED FOR CONSTRUCTION ACTIVITIES, SITE ACCESS ROUTES, MATERIAL STORAGE, OR OTHER RELATED ACTIVITIES, PROTECTIVE MEASURES APPROVED BY THE CITY FORESTER SHALL BE TAKEN TO REDUCE SOIL COMPACTION AND DAMAGE TO PUBLIC TREES.
   13.5 IN LOCATIONS WHERE PUBLIC TREES CANNOT BE PROTECTED TO THE DRIP LINE WITH TEMPORARY TREE PROTECTION FENCING, THE USE OF A 6" LAYER OF MULCH OR TRACK PADS WILL BE REQUIRED TO LIMIT SOIL COMPACTION AND PROTECT ROOT SYSTEMS WITHIN THE BOULEVARD WHEN ACCESS ROUTES OR MATERIAL STORAGE IS NECESSARY.
14. BUSINESS SIGNS WILL REQUIRE A SEPARATE REVIEW AND SIGN PERMIT FROM THE DEPARTMENT OF SAFETY AND INSPECTIONS. SITE PLAN APPROVAL DOES NOT CONSTITUTE APPROVAL OF BUSINESS SIGNS SHOWN ON THE SITE PLAN. CONTACT **YAYA DIATTA OF DSI ZONING (651) 266-9080** IF YOU HAVE ANY QUESTIONS ABOUT SIGNS.
15. CARE MUST BE TAKEN DURING CONSTRUCTION AND EXCAVATION TO PROTECT ANY SURVEY MONUMENTS AND/OR PROPERTY IRONS. **CALL SAM GIBSON OF PUBLIC WORKS SURVEYING (651-266-6075)** IF YOU HAVE ANY QUESTIONS.
16. AS PER THE CITY'S 'STANDARD SPECIFICATION FOR STREET OPENINGS' POLICY, RESTORATION ON ROADWAY SURFACES LESS THAN 5 YEARS OLD WILL REQUIRE FULL WIDTH MILL AND OVERLAY OR ADDITIONAL DEGRADATION FEES. PAVEMENT RESTORATION SHALL BE COMPLETED BY THE ST. PAUL PUBLIC WORKS STREET MAINTENANCE DIVISION. ALL RELATED COSTS ARE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. CONTACT KEVIN NELSON AT 651-266-9700 FOR ESTIMATE OF COSTS FOR PAVEMENT RESTORATION.
17. PIPE MUST BE MECHANICAL JOINT UNDERNEATH THE BUILDING FOOTPRINT AND UP TO TEN FEET OUTSIDE OF THE BUILDING FOOTPRINT.
18. A FOUR-SIDED TRENCH BOX IS REQUIRED ON ALL EXCAVATIONS DEEPER THAN 5 FEET WHERE UNDERGROUND WORK OR INSPECTION IS TO BE PERFORMED BY SPRWS. FOR ALL WET TAPS TO BE PERFORMED BY SPRWS, A MINIMUM TRENCH BOX SIZE OF 8 FEET HIGH X 8 FEET WIDE X 10 FEET LONG IS REQUIRED. LADDERS ARE REQUIRED AND MUST EXTEND 3 FEET ABOVE THE SURFACE OF THE TRENCH. SIDEWALKS, PAVEMENTS, DUCTS AND APPURTENANT STRUCTURES SHALL NOT BE UNDERMINED UNLESS A SUPPORT SYSTEM OR ANOTHER METHOD OF PROTECTION IS PROVIDED. TRENCHES IN EXCESS OF 20 FEET IN DEPTH MUST BE SIGNED OFF BY A REGISTERED PROFESSIONAL ENGINEER. EXCAVATED MATERIAL MUST BE KEPT A MINIMUM OF 2 FEET FROM THE EDGE OF THE TRENCH.
19. SERVICE CONNECTIONS SHALL BE INSTALLED WITH 8 FEET OF COVER AS PER THE ESTABLISHED GRADE FROM THE MAIN TO THE PROPERTY LINE OR, IF APPLICABLE, TO THE UTILITY EASEMENT LINE. WHEN SOLID ROCK CONDITIONS ARE ENCOUNTERED, WATER SERVICES MAY BE INSTALLED WITH 6.5 FEET OF COVER. AT THIS DEPTH, THE NEED FOR INSULATION WILL BE DETERMINED BY SPRWS INSPECTORS
20. PIPE MATERIAL FOR 8" DUCTILE IRON PIPE MUST BE CLASS 52, PIPE MATERIAL FOR 6" AND 4" DUCTILE IRON PIPE MUST BE CLASS 53. THE EXTERIOR OF DUCTILE IRON PIPE SHALL BE COATED WITH A LAYER OF ARC- SPRAYED ZINC PER ISO 8179. THE INTERIOR CEMENT MORTAR LINING SHALL BE APPLIED WITHOUT ASPHALT SEAL COAT. PIPE MUST BE WRAPPED IN V-BIO POLYWRAP ENCASEMENT AND SHALL BE INSTALLED UTILIZING MODIFIED METHOD A AS RECOMMENDED BY DIPRA. ENCASEMENT SHALL BE TAPED AT EACH JOINT AND AROUND THE MIDDLE OF THE PIPE.
21. MAINTAIN 3 FEET VERTICAL SEPARATION BETWEEN WATER AND SEWER PIPES OR A 18" SEPARATION WITH 4" OF INSULATION. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED BOTH OVER THE TOP OF THE WATER PIPE AND BETWEEN THE WATER PIPE AND THE STORM SEWER. REFER TO STANDARD PLATE D-10. WHERE A WATER MAIN OR SERVICE IS WITHIN 6 FEET OF A CATCH BASIN, MANHOLE OR OTHER OUTLET THAT IS SUBJECT TO COLD, INSULATION SHALL BE PLACED BETWEEN THE STRUCTURE AND THE WATER PIPE ABOVE OR BELOW A STORM SEWER. INSULATION SHALL BE PLACED BETWEEN THE WATER PIPE AND THE STORM PIPE. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED BOTH OVER THE TOP OF THE WATER PIPE AND BETWEEN THE WATER PIPE AND THE STORM SEWER. REFER TO STANDARD PLATE D-10. WHERE A WATER MAIN OR SERVICE IS WITHIN 6 FEET OF A CATCH BASIN, MANHOLE OR OTHER OUTLET THAT IS SUBJECT TO COLD, INSULATION SHALL BE PLACED BETWEEN THE STRUCTURE AND THE WATER PIPE.
22. REFER TO SPRWS "STANDARDS FOR THE INSTALLATION OF WATER MAINS" STANDARD PLATE D-11 FOR RESTRAINED PIPE REQUIREMENT.
23. ALL WATER SERVICE VALVE BOXES WITHIN CONSTRUCTION AREA MUST BE EXPOSED AND BROUGHT TO GRADE UPON COMPLETION OF CONSTRUCTION.
24. ALL PIPE WORK INSIDE OF PROPERTY TO BE PERFORMED BY A PLUMBER LICENSED BY THE STATE OF MINNESOTA AND CERTIFIED BY THE CITY OF SAINT PAUL. SPRWS REQUIRES SEPARATE OUTSIDE AND INSIDE PLUMBING PERMITS FOR EACH NEW WATER SERVICE.
25. PIPES INSTALLED WITH LESS THAN 2% SLOPE SHALL BE INSTALLED UTILIZING LASER EQUIPMENT.
26. ALL STORM WATER PIPING INSTALLED BETWEEN THE BUILDING AND THE STORM WATER RETENTION SYSTEM SHALL BE INSPECTED AND TESTED PRIOR TO BACKFILLING. CONTACT THE DEPARTMENT OF SAFETY AND INSPECTIONS AT 651-266-9008 TO SCHEDULE AN INSPECTION WITH THE AREA PLUMBING INSPECTOR.
27. STRIPING UNRESOLVED GENERAL RESTORATION SHALL BE COMPLETED IMMEDIATELY FOLLOWING FINAL PAVEMENT RESTORATION. ROADWAY STRIPING IMPACTED BY WORK ZONE SHALL BE REPLACED IN-KIND AT NO COST TO THE ROAD AUTHORITY. IF THERE ARE QUESTIONS AS TO THE TYPE OF STRIPING MATERIAL TO BE USED, CONTACT CHRIS GULDEN (651) 266-9778 IN THE CITY'S TRAFFIC OPERATIONS SECTION. IF THERE IS A DESIRE FOR THE CITY OF ST. PAUL PUBLIC WORKS DEPARTMENT TO COMPLETE PAVEMENT MARKING RESTORATION WORK, CONTACT CHRIS GULDEN OF PUBLIC WORKS TRAFFIC OPERATIONS FOR AN ESTIMATE. AT A MINIMUM, TWO WEEKS ADVANCE NOTICE SHALL BE PROVIDE FOR ANY STRIPING REQUEST. IF ADVANCE NOTICE IS NOT PROVIDED, ANY ASSOCIATED PROJECT DELAYS, AND COSTS INCURRED FROM SAID DELAYS, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
28. ADJACENT STREETS AND ALLEYS MUST BE SWEPT TO KEEP THEM FREE OF SEDIMENT. CONTRACTOR MUST MONITOR CONDITIONS AND SWEEP AS NEEDED OR WITHIN 24 HOURS OF NOTICE BY THE CITY. STREET SWEEPING IS AN IMPORTANT TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICE AND SHALL BE PERFORMED WITH THE USE OF WATER. DRY SWEEPING IS PROHIBITED. ADDITIONALLY, TRUCKS HAULING IN AND OUT OF THE SITE, FOR ANY ACTIVITY INCLUDING BUT NOT NECESSARILY LIMITED TO PAVING, EXCAVATION, ETC., NEEDS TO ENSURE CLEAN OFF ALL MUD CAPS TO AVOID ANY BUILDUP ON THE STREET PAVEMENT.
29. ANY PUBLIC INFRASTRUCTURE DAMAGE RESULTING FROM THE CONTRACTORS ACTIVITIES, INCIDENTAL OR OTHERWISE, SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE CITY AT NO COST TO THE CITY.
30. BOULEVARD RESTORATION SHALL INCLUDE THE FOLLOWING: ALL CONCRETE, ASPHALT, AND BASE MATERIALS SHALL BE REMOVED. BOULEVARD SOILS ARE TO BE PROTECTED DURING CONSTRUCTION BY USING PLYWOOD, A 6" LAYER OF MULCH, AND/OR TRACK PADS. SOIL COMPACTION DUE TO CONSTRUCTION ACTIVITIES SHALL BE CORRECTED TO THE SATISFACTION OF, AND AT NO COST TO THE CITY PRIOR TO FINAL GRADING. BOULEVARDS SHALL BE RESTORED WITH A MINIMUM OF 6" OF TOPSOIL.
31. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL EXCAVATION AND OBSTRUCTION PERMITS REQUIRED BY ANY GOVERNING AUTHORITY.
32. CONTRACTOR MUST MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO SAINT PAUL REGIONAL WATER SERVICES ENGINEERING DEPARTMENT UPON COMPLETION OF WORK VIA EMAIL AT: WATER-PLUMBINGPERMITAPP@CI.STPAUL.MN.US.
33. CONTRACTOR TO MAINTAIN ACCESS TO THE FIRE DEPARTMENT CONNECTION FOR FIRE DEPARTMENT PERSONNEL AT ALL TIMES DURING THE CONSTRUCTION PERIOD.
34. ANY PUBLIC INFRASTRUCTURE DAMAGE RESULTING FROM THE CONTRACTORS ACTIVITIES, INCIDENTAL OR OTHERWISE, SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE CITY AT NO COST TO THE CITY.
35. NOTIFY **GRAEME CHAPLE AT 651-266-6882** A MINIMUM OF 2 WEEKS PRIOR TO SCHEDULING WORK BY SPRWS CONSTRUCTION CREW.
36. THE FOLLOWING WORK IN THE RIGHT-OF-WAY SHALL BE PERFORMED BY SPRWS ON AN ACTUAL COST BASIS: (1) CONNECTION TO THE PUBLIC MAIN FOR ANY INSTALLATION THAT IS OFF A PUBLIC MAIN LARGER THAN 12" OR OF MATERIAL NOT MADE OF IRON. (2) INSPECTION OF CONTRACTOR INSTALLED MAINS AND SERVICES. (3) CONSTRUCTION OF TEMPORARY SERVICES IF NECESSARY. AN ESTIMATE WILL BE PROVIDED FOR THIS WORK AND PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE RECEIVED BEFORE THE WORK CAN BE SCHEDULED. ALL OTHER WORK, INCLUDING EXCAVATION, RESTORATION, CUTOFFS, AND PIPEWORK TO BE PERFORMED BY THE CONTRACTOR.
37. SANITARY AND/OR STORM SEWER SERVICE PASSING WITHIN 10 FEET OF THE BUILDING ARE GOVERNED BY THE MN PLUMBING CODE. SPECIFICATION FOR PIPE MATERIAL SELECTION AND NOTES FOR REQUIRED AIR TEST OF THE PIPING, COMPLIANT WITH THE MN STATE PLUMBING CODE, MUST BE SHOWN ON THE PLAN. IF UNDERGROUND INFILTRATION SYSTEM IS WITHIN 10 FEET, PROVIDE PLUMBING INSPECTOR APPROVAL.
38. SUBMIT MANHOLE SHOP DRAWINGS FOR REVIEW. THE SHOP DRAWINGS NEED TO BE SUBMITTED/APPROVED PRIOR TO ISSUING CONNECTION PERMITS.
39. ALL STORMWATER PIPING CONNECTIONS INSTALLED BETWEEN THE BUILDING AND THE STORM WATER RETENTION SYSTEM SHALL BE INSPECTED END TESTED PRIOR TO BACK FILLING. CONTACT THE DEPARTMENT OF SAFETY AND INSPECTIONS AT (651) 266-9009 TO SCHEDULE AN INSPECTION WITH THE AREA PLUMBING INSPECTOR.

HAY DOBBS

Midtown Commons
2324 University Ave. W,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4960

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102

CONSULTANT

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6120 Earle Brown Drive
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BKBM Project No. 24226.5

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025
BKBM Project Number: 24426.50

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOEL W. MAIER
PRINT NAME

SIGNATURE

19181
LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

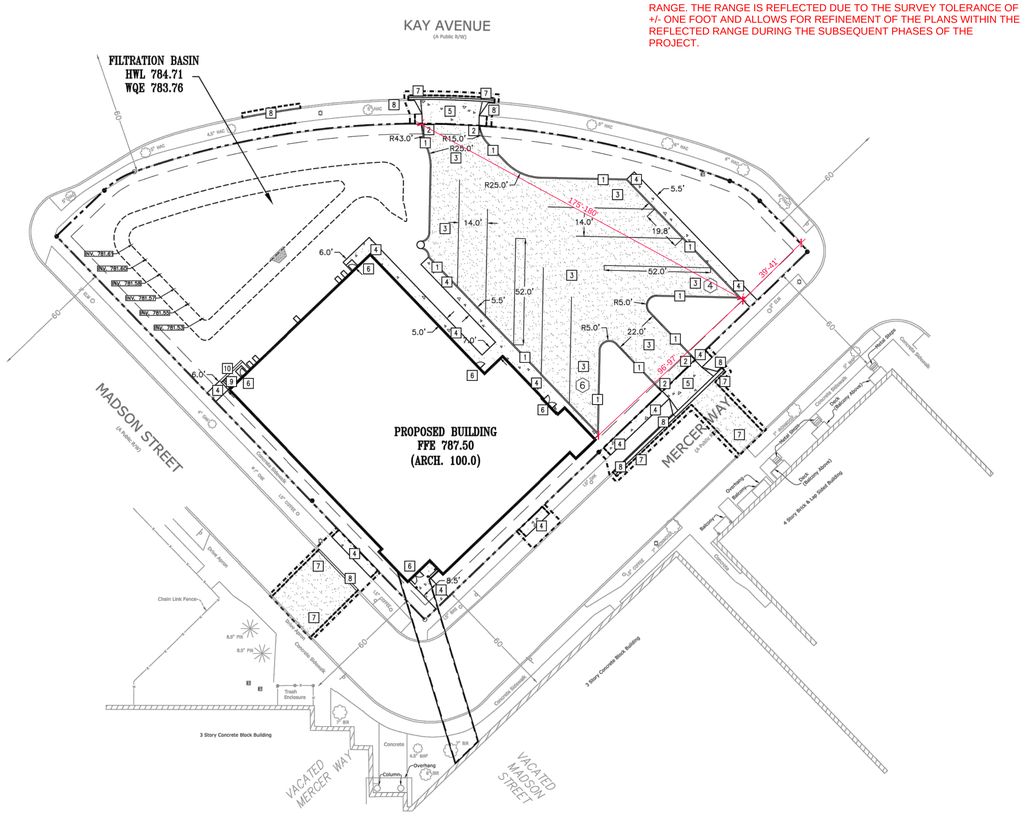
SHEET TITLE:
**GRADING, DRAINAGE, AND EROSION CONTROL PLAN**

SHEET NUMBER:
**C200**

BLOOM HAY DOBBS NOTES:

ALL RED DIMENSIONS AND NOTES ARE ADDED TO THE CIVIL DRAWING BY BLOOM HAY DOBBS, AND ARE NOT BY THE CIVIL ENGINEER.

THE DIMENSIONS SHOWN REFLECT MAXIMUM AND MINIMUM FRONTAGES AND SETBACKS ACHIEVABLE FOR THIS PROJECT WITHIN A SMALL RANGE. THE RANGE IS REFLECTED DUE TO THE SURVEY TOLERANCE OF +/- ONE FOOT AND ALLOWS FOR REFINEMENT OF THE PLANS WITHIN THE REFLECTED RANGE DURING THE SUBSEQUENT PHASES OF THE PROJECT.




1 C400 PAVING AND GEOMETRIC PLAN
1" = 30'

PAVING NOTES:

1. CONTRACTOR SHALL FOLLOW ALL CITY OF ST. PAUL STANDARDS AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
3. ALL CURB AND GUTTER IS TO BE B612 CONCRETE CURB AND GUTTER UNLESS NOTED OTHERWISE.
4. NO SIDEWALK IS TO HAVE MORE THAN A 2% CROSS SLOPE OR MORE THAN A 5% LONGITUDINAL SLOPE.
5. REFER TO ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUT.
6. FOLLOW ALL CITY OF ST. PAUL RULES, REGULATIONS, AND SPECIFICATIONS WHEN WORKING IN PUBLIC RIGHT OF WAY.
7. STRIPE PARKING LOT AS SHOWN. ALL BUS PARKING STALLS ARE TO BE 14 FEET WIDE BY 52 FEET LONG, UNLESS NOTED OTHERWISE.
8. THE CONTRACTOR IS TO CONTACT THE CITY OF ST. PAUL FIRE MARSHALL FOR THE EXACT PLACEMENT OF FIRE LANES, YELLOW-PAINTED CURBING, AND NO PARKING AREAS FOR FIRE PROTECTION PURPOSES.
9. REFER TO STRUCTURAL PLANS FOR STOOP DETAILS. ALL WALKS ARE TO BE CENTERED ON THE DOORS.
10. INSTALL APPROPRIATE EXPANSION MATERIAL WHERE CONCRETE IS ADJACENT TO BUILDING FACE.
11. ALL EXPANSION AND ISOLATION JOINTS SHALL BE SEALED PER SPECIFICATIONS.
12. MATCH NEW PAVEMENT, CURB AND GUTTER, AND SIDEWALK INTO EXISTING. NO ABRUPT GRADE TRANSITIONS OR PONDING OF WATER WILL BE ALLOWED.
13. SAWCUT EXISTING PAVEMENT, SIDEWALK, AND CURB AND GUTTER TO NEAREST JOINT. COORDINATE REMOVAL LIMITS WITH SITE DEMOLITION CONTRACTOR AND CONSTRUCTION MANAGER.
14. INSTALL DRIVE ENTRANCE PER CITY OF ST. PAUL STANDARDS AND SPECIFICATIONS. FOLLOW ALL CITY OF ST. PAUL REQUIREMENTS FOR TRAFFIC CONTROL.

KEYED NOTES

KEYED NOTES ARE DENOTED BY [NO] ON PLAN.

1. INSTALL B612 CONCRETE CURB AND GUTTER. REFER TO DETAIL 3/C502.
2. INSTALL NOSE-DOWN CURB SECTION. REFER TO DETAIL 6/C502.
3. INSTALL BITUMINOUS PAVEMENT. REFER TO DETAIL 4/C502.
4. INSTALL CONCRETE WALK. REFER TO DETAIL 5/C502.
5. INSTALL CONCRETE DRIVE ENTRANCE. REFER TO DETAIL 1/C502.
6. STOOP. REFER TO STRUCTURAL PLANS AND DETAILS.
7. INSTALL NEW BITUMINOUS PAVEMENT TO MATCH EXISTING PAVEMENT CROSS SECTION. FOR BIDDING PURPOSES REFER TO DETAIL 4/C502. INTENT IS TO MATCH EXISTING PAVEMENT CROSS SECTION
8. INSTALL CONCRETE CURB AND GUTTER TO MATCH EXISTING CURB STYLE AND SECTION. REFER TO DETAIL 2/C502.
9. INSTALL CONCRETE STAIR WITH HANDRAIL. REFER TO DETAIL 8/C502.
10. CONCRETE CURB WALL.

PROPOSED PLAN SYMBOLS

- CONSTRUCTION LIMITS
- PROPERTY LINE
- SAWCUT LINE (APPROX.)
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT/SIDEWALK
- PARKING STALL COUNT (4)

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

ABBREVIATIONS

| | |
|---|---|
| BLDG | Building |
| BM | Benchmark |
| CONC | Concrete |
| ELEV | Elevation |
| EX | Existing |
| FFE | Finished Floor Elevation |
| LFE | Lower Floor Elevation |
| MAX | Maximum |
| MIN | Minimum |
| R | Radius |
| TYP. | Typical |
| MNMUTCD | Minnesota Manual on Uniform Traffic Control Devices |

N

30' 15' 0 30' 60'
SCALE 1" = 30'

ST. PAUL'S NOTES:

1. INSPECTION CONTACT: THE DEVELOPER SHALL CONTACT THE RIGHT OF WAY INSPECTOR **DAN BRADY AT (651) 485-4398** (TWO WEEK PRIOR TO BEGINNING WORK) TO DISCUSS TRAFFIC CONTROL, PEDESTRIAN SAFETY AND COORDINATION OF ALL WORK IN THE PUBLIC RIGHT OF WAY. NOTE: IF A TWO WEEK NOTICE IS NOT PROVIDED TO THE CITY, ANY RESULTING DELAYS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. SAFE WORK SITE REQUIREMENTS: THE CONTRACTOR SHALL PROVIDE A CONTINUOUS, ACCESSIBLE AND SAFE PEDESTRIAN WALKWAY THAT MEETS ADA AND MN MUTCD STANDARDS IF WORKING IN A SIDEWALK AREA, AND TRAFFIC CONTROL PER MN MUTCD REQUIREMENTS FOR WORK IN THE PUBLIC RIGHT OF WAY.
3. NO PRIVATE FACILITIES IN THE RIGHT OF WAY: THE DEVELOPER IS STRICTLY PROHIBITED FROM INSTALLING PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IN THE CITY'S RIGHT OF WAY. THIS INCLUDES STUBBING CONDUIT OR CABLE INTO THE PUBLIC RIGHT OF WAY TO ACCOMMODATE UTILITY FEEDS TO THE SITE. COORDINATE WITH EACH UTILITY PRIOR TO CONSTRUCTION TO DETERMINE FEED POINTS INTO THE PROPERTY. UTILITIES ARE RESPONSIBLE FOR SECURING EXCAVATION PERMITS TO RUN THEIR SERVICE INTO A SITE, AND (WHERE REQUIRED) SUBMITTING PLANS FOR REVIEW BY THE PUBLIC WORKS UTILITY REVIEW COMMITTEE.
4. CITY OF ST. PAUL PERMIT REQUIREMENTS:
   - 4.1. ORDERING OBSTRUCTION AND EXCAVATION PERMITS: CONTACT **PUBLIC WORKS RIGHT OF WAY SERVICE DESK AT (651) 266-6151. IT IS STRONGLY RECOMMENDED THAT CONTRACTORS CALL FOR COST ESTIMATES PRIOR TO BIDDING TO OBTAIN ACCURATE COST ESTIMATES.**
   - 4.2. OBSTRUCTION PERMITS: THE CONTRACTOR MUST OBTAIN AN OBSTRUCTION PERMIT IF CONSTRUCTION (INCLUDING SILT FENCES) WILL BLOCK CITY STREETS, SIDEWALKS OR ALLEYS, OR IF DRIVING OVER CURBS.
   - 4.3. EXCAVATION PERMITS: ALL DIGGING IN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT. IF THE PROPOSED BUILDING IS CLOSE TO THE RIGHT OF WAY, AND EXCAVATING INTO THE RIGHT OF WAY IS NEEDED TO FACILITATE CONSTRUCTION, CONTACT THE UTILITY INSPECTOR.
   - 4.4. FAILURE TO SECURE PERMITS: FAILURE TO SECURE OBSTRUCTION PERMITS OR EXCAVATION PERMITS WILL RESULT IN A DOUBLE-PERMIT FEE AND OTHER FEES REQUIRED UNDER CITY OF ST. PAUL LEGISLATIVE CODES.
   - 4.5. REQUIREMENTS TO WORK IN THE PUBLIC RIGHT OF WAY: ALL UTILITIES AND CONTRACTORS WORKING IN THE PUBLIC RIGHT OF WAY MUST TO BE REGISTERED, INSURED AND BONDED, AS RECOGNIZED BY THE **PUBLIC WORKS SERVICE DESK. (651) 266-6151.**
5. ALL WORK ON CURBS, DRIVEWAYS, AND SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY MUST BE DONE BY A LICENSED AND BONDED CONTRACTOR UNDER A PERMIT FROM **PUBLIC WORKS SIDEWALK SECTION (651) 266-9700.** SIDEWALK GRADES MUST BE CARRIED ACROSS DRIVEWAYS.
6. RESTORATION OF ASPHALT AND CONCRETE PAVEMENTS ARE PERFORMED BY THE PUBLIC WORKS STREET MAINTENANCE DIVISION. THE CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR THE COST OF THESE RESTORATIONS. THE CONTRACTOR SHALL **CONTACT PUBLIC WORKS STREET MAINTENANCE TO SET UP A WORK ORDER PRIOR TO BEGINNING ANY REMOVALS IN THE STREET AT (651) 266-9700.** PROCEDURES AND UNIT COSTS ARE FOUND IN STREET MAINTENANCE'S "GENERAL REQUIREMENTS – ALL RESTORATIONS" AND ARE AVAILABLE AT THE PERMIT OFFICE.
7. SIGNS REGULATING PARKING AND/OR TRAFFIC ON PRIVATE PROPERTY (OUTSIDE OF THE PUBLIC RIGHT- OF-WAY ROW) SHALL BE FURNISHED AND INSTALLED BY THE PROPERTY OWNER OR CONTRACTOR AT NO COST TO THE CITY OF ST. PAUL DEPARTMENT OF PUBLIC WORKS. REMOVAL OF EXISTING SIGNS WITHIN THE PUBLIC ROW THAT REGULATE TRAFFIC AND OR PARKING SHALL BE COMPLETED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. NEW SIGNS OR THE REINSTALLATION OF EXISTING SIGNS, AS APPROVED BY PUBLIC WORKS TRAFFIC ENGINEERING, REGULATING PARKING AND/OR TRAFFIC IN THE PUBLIC ROW SHALL BE FURNISHED AND INSTALLED BY THE CITY AT THE EXPENSE OF THE DEVELOPMENT. ALL EQUIPMENT, MATERIALS, AND LABOR COSTS ASSOCIATED WITH THE CITY AFFECTING A COMPLETE SIGN INSTALLATION SHALL BE THE RESPONSIBILITY OF THE DEVELOPMENT. CONTACT CHRIS GULDEN OF PUBLIC WORKS 651-266-9778 TWO WEEKS IN ADVANCE OF NEEDED SIGN WORK.
8. SEWER REMOVAL/ABANDONMENT PERMIT: LICENSE HOUSE DRAIN CONTRACTOR TO OBTAIN REMOVAL PERMITS FROM PUBLIC WORKS TO CUT OFF EXISTING SEWER CONNECTIONS SERVICES TO THE MAIN LINE. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
9. SEWER CONNECTION PERMIT: PLUMBING CONTRACTOR TO OBTAIN (SEWER CONNECTION PERMIT) TO CONSTRUCT NEW SANITARY AND STORM CONNECTION IN STREET FROM MAIN TO THE PROPERTY. CALL ST PAUL PW PERMIT DESK (651-266-6234) FOR INFORMATION ON OBTAINING THIS PERMIT.
10. ALL WATER MAIN AND SERVICES TO BE INSTALLED ACCORDING TO 'SPRWS STANDARDS FOR INSTALLATION OF WATER MAINS', AND 'SPRWS WATER CODE'.
11. SERVICES THAT ARE TO BECOME UNUSED UPON COMPLETION OF THE NEW SERVICE CONNECTION MUST BE CUT OFF BY THE CONTRACTOR AT THE MAIN PRIOR TO THE TURN ON OF THE NEW SERVICES. EXCAVATION AND RESTORATION BY CONTRACTOR.
12. THE CONTRACTOR SHALL CONTACT **MIKE LUSIAN, GENERAL FOREMAN, LIGHTING – SIGNAL MAINTENANCE, (651-266-9780),** IF REMOVAL OR RELOCATION OF EXISTING FACILITIES IS REQUIRED OR IN THE EVENT OF DAMAGE TO THE LIGHTING OR SIGNAL UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY (AND RELATED COSTS) FOR ANY DAMAGE OR RELOCATIONS. .
    12.1 THE INSTALLATION OF PRIVATE ELECTRICAL WIRING, CONDUIT, RECEPTACLES AND/OR LIGHTING IS STRICTLY PROHIBITED IN THE CITY'S ROW (RIGHT OF WAY).
13. CONTRACTOR IS TO CONTACT **SAINT PAUL CITY FORESTER (651) 632-2436** PRIOR TO IMPACTING ANY BOULEVARD TREES.
    - 13.1 EXISTING PUBLIC PROPERTY TREES ARE TO BE PROTECTED AT ALL TIMES. PUBLIC TREES DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED OR REPLACED TO THE SATISFACTION OF, AND AT NO COST TO THE CITY, AS DETERMINED BY THE FORESTRY MANAGER. THE CONTRACTOR IS ADVISED TO DOCUMENT PRE-EXISTING CONDITIONS OF PUBLIC TREES AS WELL AS THE SURROUNDING BOULEVARD PRIOR TO CONSTRUCTION ACTIVITIES.
    - 13.2 THE REMOVAL, PRUNING, AND/OR PLANTING OF TREES ON PUBLIC PROPERTY REQUIRES AN APPROVED FORESTRY TREE WORK PERMIT FROM THE CITY FORESTER (651-632-2436). ANY WORK MUST BE COMPLETED BY A LICENSED TREE CONTRACTOR.
    - 13.3 PUBLIC PROPERTY TREES SHALL BE PROTECTED BY ESTABLISHING A TREE PROTECTION ZONE USING A 4' TALL FENCING INSTALLED AT THE DRIP LINE OF THE TREE. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE WORK AND MAINTAINED FOR THE DURATION OF THE PROJECT. PROPOSED WORK WITHIN, OR CHANGES TO THE LOCATION OF TREE PROTECTION FENCING SHALL BE REVIEWED BY THE CITY FORESTER PRIOR TO ALTERATION.
    - 13.4 CONSTRUCTION SUPPLIES, MATERIALS, SPOILS, EQUIPMENT, AND VEHICLES SHALL NOT BE STORED OR OPERATED WITHIN THE DRIP LINE OF ANY PUBLIC TREE OR WITHIN TREE PAVER AREA OF BOULEVARD WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY FORESTER. IF THE BOULEVARD MUST BE USED FOR CONSTRUCTION ACTIVITIES, SITE ACCESS ROUTES, MATERIAL STORAGE, OR OTHER RELATED ACTIVITIES, PROTECTIVE MEASURES APPROVED BY THE CITY FORESTER SHALL BE TAKEN TO REDUCE SOIL COMPACTION AND DAMAGE TO PUBLIC TREES.
    - 13.5 IN LOCATIONS WHERE PUBLIC TREES CANNOT BE PROTECTED TO THE DRIP LINE WITH TEMPORARY TREE PROTECTION FENCING, THE USE OF A 6" LAYER OF MULCH OR TRACK PADS WILL BE REQUIRED TO LIMIT SOIL COMPACTION AND PROTECT ROOT SYSTEMS WITHIN THE BOULEVARD WHEN ACCESS ROUTES OR MATERIAL STORAGE IS NECESSARY.
14. BUSINESS SIGNS WILL REQUIRE A SEPARATE REVIEW AND SIGN PERMIT FROM THE DEPARTMENT OF SAFETY AND INSPECTIONS. SITE PLAN APPROVAL DOES NOT CONSTITUTE APPROVAL OF BUSINESS SIGNS SHOWN ON THE SITE PLAN. CONTACT **YAYA DIATTA OF DSI ZONING (651) 266-9080** IF YOU HAVE ANY QUESTIONS ABOUT SIGNS.
15. CARE MUST BE TAKEN DURING CONSTRUCTION AND EXCAVATION TO PROTECT ANY SURVEY MONUMENTS AND/OR PROPERTY IRONS. **CALL SAM GIBSON OF PUBLIC WORKS SURVEYING (651-266-6075)** IF YOU HAVE ANY QUESTIONS.
16. AS PER THE CITY'S "STANDARD SPECIFICATION FOR STREET OPENINGS' POLICY, RESTORATION ON ROADWAY SURFACES LESS THAN 5 YEARS OLD WILL REQUIRE FULL WIDTH MILL AND OVERLAY OR ADDITIONAL DEGRADATION FEES. PAVEMENT RESTORATION SHALL BE COMPLETED BY THE ST. PAUL PUBLIC WORKS STREET MAINTENANCE DIVISION. ALL RELATED COSTS ARE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. CONTACT KEVIN NELSON AT 651-266-9700 FOR ESTIMATE OF COSTS FOR PAVEMENT RESTORATION.
17. PIPE MUST BE MECHANICAL JOINT UNDERNEATH THE BUILDING FOOTPRINT AND UP TO TEN FEET OUTSIDE OF THE BUILDING FOOTPRINT.
18. A FOUR-SIDED TRENCH BOX IS REQUIRED ON ALL EXCAVATIONS DEEPER THAN 5 FEET WHERE UNDERGROUND WORK OR INSPECTION IS TO BE PERFORMED BY SPRWS. FOR ALL WET TAPS TO BE PERFORMED BY SPRWS, A MINIMUM TRENCH BOX SIZE OF 8 FEET HIGH X 8 FEET WIDE X 10 FEET LONG IS REQUIRED. LADDERS ARE REQUIRED AND MUST EXTEND 3 FEET ABOVE THE SURFACE OF THE TRENCH. SIDEWALKS, PAVEMENTS, DUCTS AND APPURTENANT STRUCTURES SHALL NOT BE UNDERMINED UNLESS A SUPPORT SYSTEM OR ANOTHER METHOD OF PROTECTION IS PROVIDED. TRENCHES IN EXCESS OF 20 FEET IN DEPTH MUST BE SIGNED OFF BY A REGISTERED PROFESSIONAL ENGINEER. EXCAVATED MATERIAL MUST BE KEPT A MINIMUM OF 2 FEET FROM THE EDGE OF THE TRENCH.
19. SERVICE CONNECTIONS SHALL BE INSTALLED WITH 8 FEET OF COVER AS PER THE ESTABLISHED GRADE FROM THE MAIN TO THE PROPERTY LINE OR, IF APPLICABLE, TO THE UTILITY EASEMENT LINE. WHEN SOLID ROCK CONDITIONS ARE ENCOUNTERED, WATER SERVICES MAY BE INSTALLED WITH 6.5 FEET OF COVER. AT THIS DEPTH, THE NEED FOR INSULATION WILL BE DETERMINED BY SPRWS INSPECTORS
20. PIPE MATERIAL FOR 8" DUCTILE IRON PIPE MUST BE CLASS 52. PIPE MATERIAL FOR 6" AND 4" DUCTILE IRON PIPE MUST BE CLASS 53. THE EXTERIOR OF DUCTILE IRON PIPE SHALL BE COATED WITH A LAYER OF ARC- SPRAYED ZINC PER ISO 8179. THE INTERIOR CEMENT MORTAR LINING SHALL BE APPLIED WITHOUT ASPHALT SEAL COAT. PIPE MUST BE WRAPPED IN V-BIO POLYWRAP ENCASEMENT AND SHALL BE INSTALLED UTILIZING MODIFIED METHOD A AS RECOMMENDED BY DIPRA. ENCASEMENT SHALL BE TAPED AT EACH JOINT AND AROUND THE MIDDLE OF THE PIPE.
21. MAINTAIN 3 FEET VERTICAL SEPARATION BETWEEN WATER AND SEWER PIPES OR A 18" SEPARATION WITH 4" OF INSULATION. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED BOTH OVER THE TOP OF THE WATER PIPE AND BETWEEN THE WATER PIPE AND THE STORM SEWER. REFER TO STANDARD PLATE D-10. WHERE A WATER MAIN OR SERVICE IS WITHIN 6 FEET OF A CATCH BASIN, MANHOLE OR OTHER OUTLET THAT IS SUBJECT TO COLD, INSULATION SHALL BE PLACED BETWEEN THE STRUCTURE AND THE WATER PIPE. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED BOTH OVER THE TOP OF THE WATER PIPE AND BETWEEN THE WATER PIPE AND THE STORM SEWER. REFER TO STANDARD PLATE D-10. WHERE A WATER MAIN OR SERVICE IS WITHIN 6 FEET OF A CATCH BASIN, MANHOLE OR OTHER OUTLET THAT IS SUBJECT TO COLD, INSULATION SHALL BE PLACED BETWEEN THE STRUCTURE AND THE WATER PIPE, ABOVE OR BELOW A STORM SEWER, INSULATION SHALL BE PLACED BETWEEN THE WATER PIPE AND THE STORM PIPE. WHERE A WATER SERVICE OR MAIN IS OFFSET OVER A STORM SEWER, INSULATION SHALL BE PLACED BOTH OVER THE TOP OF THE WATER PIPE AND BETWEEN THE WATER PIPE AND THE STORM SEWER. REFER TO STANDARD PLATE D-10. WHERE A WATER MAIN OR SERVICE IS WITHIN 6 FEET OF A CATCH BASIN, MANHOLE OR OTHER OUTLET THAT IS SUBJECT TO COLD, INSULATION SHALL BE PLACED BETWEEN THE STRUCTURE AND THE WATER PIPE.
22. REFER TO SPRWS "STANDARDS FOR THE INSTALLATION OF WATER MAINS" STANDARD PLATE D-11 FOR RESTRAINED PIPE REQUIREMENT.
23. ALL WATER SERVICE VALVE BOXES WITHIN CONSTRUCTION AREA MUST BE EXPOSED AND BROUGHT TO GRADE UPON COMPLETION OF CONSTRUCTION.
24. ALL PIPE WORK INSIDE OF PROPERTY TO BE PERFORMED BY A PLUMBER LICENSED BY THE STATE OF MINNESOTA AND CERTIFIED BY THE CITY OF SAINT PAUL. SPRWS REQUIRES SEPARATE OUTSIDE AND INSIDE PLUMBING PERMITS FOR EACH NEW WATER SERVICE.
25. PIPES INSTALLED WITH LESS THAN 2% SLOPE SHALL BE INSTALLED UTILIZING LASER EQUIPMENT.
26. ALL STORM WATER PIPING INSTALLED BETWEEN THE BUILDING AND THE STORM WATER RETENTION SYSTEM SHALL BE INSPECTED AND TESTED PRIOR TO BACKFILLING. CONTACT THE DEPARTMENT OF SAFETY AND INSPECTIONS AT 651-266-9006 TO SCHEDULE AN INSPECTION WITH THE AREA PLUMBING INSPECTOR.
27. STRIPING UNRESOLVED GENERAL RESTORATION SHALL BE COMPLETED IMMEDIATELY FOLLOWING FINAL PAVEMENT RESTORATION. ROADWAY STRIPING IMPACTED BY WORK ZONE SHALL BE REPLACED IN-KIND AT NO COST TO THE ROAD AUTHORITY. IF THERE ARE QUESTIONS AS TO THE TYPE OF STRIPING MATERIAL TO BE USED, CONTACT CHRIS GULDEN (651) 266-9778 IN THE CITY'S TRAFFIC OPERATIONS SECTION. IF THERE IS A DESIRE FOR THE CITY OF ST. PAUL PUBLIC WORKS DEPARTMENT TO COMPLETE PAVEMENT MARKING RESTORATION WORK, CONTACT CHRIS GULDEN OF PUBLIC WORKS TRAFFIC OPERATIONS FOR AN ESTIMATE. AT A MINIMUM, TWO WEEKS ADVANCE NOTICE SHALL BE PROVIDE FOR ANY STRIPING REQUEST. IF ADVANCE NOTICE IS NOT PROVIDED, ANY ASSOCIATED PROJECT DELAYS, AND COSTS INCURRED FROM SAID DELAYS, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
28. ADJACENT STREETS AND ALLEYS MUST BE SWEPT TO KEEP THEM FREE OF SEDIMENT. CONTRACTOR MUST MONITOR CONDITIONS AND SWEEP AS NEEDED OR WITHIN 24 HOURS OF NOTICE BY THE CITY. STREET SWEEPING IS AN IMPORTANT TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICE AND SHALL BE PERFORMED WITH THE USE OF WATER. DRY SWEEPING IS PROHIBITED. ADDITIONALLY, TRUCKS HAULING IN AND OUT OF THE SITE, FOR ANY ACTIVITY INCLUDING BUT NOT NECESSARILY LIMITED TO PAVING, EXCAVATION, ETC., NEEDS TO ENSURE CLEAN OFF ALL MUD FLAPS TO AVOID ANY BUILDUP ON THE STREET PAVEMENT.
29. ANY PUBLIC INFRASTRUCTURE DAMAGE RESULTING FROM THE CONTRACTORS ACTIVITIES, INCIDENTAL OR OTHERWISE, SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE CITY AT NO COST TO THE CITY.
30. BOULEVARD RESTORATION SHALL INCLUDE THE FOLLOWING: ALL CONCRETE, ASPHALT, AND BASE MATERIALS SHALL BE REMOVED. BOULEVARD SOILS ARE TO BE PROTECTED DURING CONSTRUCTION BY USING PLYWOOD, A 6" LAYER OF MULCH, AND/OR TRACK PADS. SOIL COMPACTION DUE TO CONSTRUCTION ACTIVITIES SHALL BE CORRECTED TO THE SATISFACTION OF, AND AT NO COST TO THE CITY PRIOR TO FINAL GRADING. BOULEVARDS SHALL BE RESTORED WITH A MINIMUM OF 6" OF TOPSOIL.
31. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL EXCAVATION AND OBSTRUCTION PERMITS REQUIRED BY ANY GOVERNING AUTHORITY.
32. CONTRACTOR MUST MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO SAINT PAUL REGIONAL WATER SERVICES ENGINEERING DEPARTMENT UPON COMPLETION OF WORK VIA EMAIL AT: WATER-PLUMBINGPERMITAPP@CI.STPAUL.MN.US.
33. CONTRACTOR TO MAINTAIN ACCESS TO THE FIRE DEPARTMENT CONNECTION FOR FIRE DEPARTMENT PERSONNEL AT ALL TIMES DURING THE CONSTRUCTION PERIOD.
34. ANY PUBLIC INFRASTRUCTURE DAMAGE RESULTING FROM THE CONTRACTORS ACTIVITIES, INCIDENTAL OR OTHERWISE, SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE CITY AT NO COST TO THE CITY.
35. NOTIFY **GRAEME CHAPLE AT 651-266-6882** A MINIMUM OF 2 WEEKS PRIOR TO SCHEDULING WORK BY SPRWS CONSTRUCTION CREW.
36. THE FOLLOWING WORK IN THE RIGHT-OF-WAY SHALL BE PERFORMED BY SPRWS ON AN ACTUAL COST BASIS: (1) CONNECTION TO THE PUBLIC MAIN FOR ANY INSTALLATION THAT IS OFF A PUBLIC MAIN LARGER THAN 12" OR OF MATERIAL NOT MADE OF IRON, (2) INSPECTION OF CONTRACTOR INSTALLED MAINS AND SERVICES. (3) CONSTRUCTION OF TEMPORARY SERVICES IF NECESSARY. AN ESTIMATE WILL BE PROVIDED FOR THIS WORK AND PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE RECEIVED BEFORE THE WORK CAN BE SCHEDULED. ALL OTHER WORK, INCLUDING EXCAVATION, RESTORATION, CUTOFFS, AND PIPEWORK TO BE PERFORMED BY THE CONTRACTOR.
37. SANITARY AND/OR STORM SEWER SERVICE PASSING WITHIN 10 FEET OF THE BUILDING ARE GOVERNED BY THE MN PLUMBING CODE. SPECIFICATION FOR PIPE MATERIAL SELECTION AND NOTES FOR REQUIRED AIR TEST OF THE PIPING, COMPLIANT WITH THE MN STATE PLUMBING CODE, MUST BE SHOWN ON THE PLAN. IF UNDERGROUND INFILTRATION SYSTEM IS WITHIN 10 FEET, PROVIDE PLUMBING INSPECTOR APPROVAL.
38. SUBMIT MANHOLE SHOP DRAWINGS FOR REVIEW. THE SHOP DRAWINGS NEED TO BE SUBMITTED/APPROVED PRIOR TO ISSUING CONNECTION PERMITS.
39. ALL STORMWATER PIPING CONNECTIONS INSTALLED BETWEEN THE BUILDING AND THE STORM WATER RETENTION SYSTEM SHALL BE INSPECTED END TESTED PRIOR TO BACK FILLING. CONTACT THE DEPARTMENT OF SAFETY AND INSPECTIONS AT (651) 266-9009 TO SCHEDULE AN INSPECTION WITH THE AREA PLUMBING INSPECTOR.

2009 HAY DOBBS, P.A. - CONFIDENTIAL

BLOOM HAY DOBBS

Midtown Commons
2324 University Ave. W,
Suite 200
St. Paul, MN 55114
Tel. 612.338.4960

NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MN 55102

CONSULTANT

BKBM Structural & Civil Engineers
6120 Earle Brown Drive
Suite 700 Minneapolis,
MN 55430 Phone:
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bkbm.com

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BKBM Project No. 24226.5

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025
BKBM Project Number: 24426.50

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOEL W. MAIER
PRINT NAME

SIGNATURE

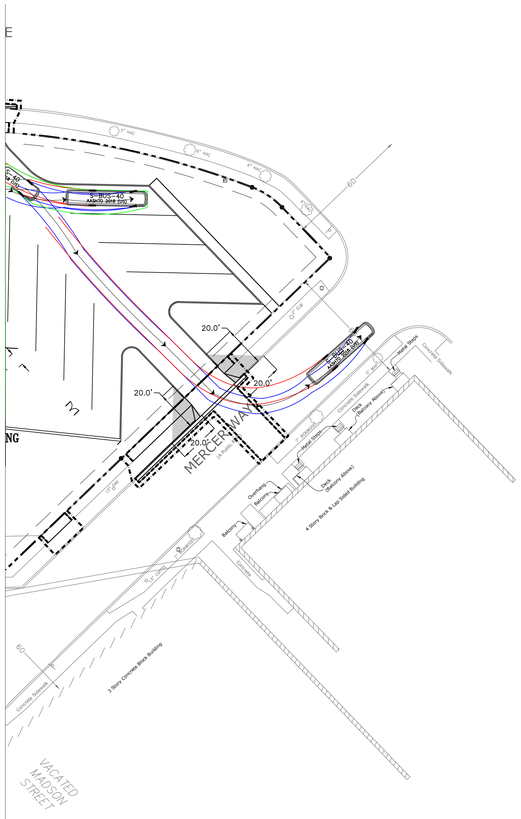
19181
LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**PAVING AND GEOMETRIC PLAN**

SHEET NUMBER:
**C400**




TURNING MOVEMENTS

SAWCUT LINE (APPROX.)

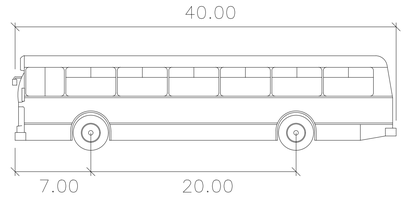
SIGHT TRIANGLE

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

| | |
|---|---|
| LFE | Lower Floor Elevation |
| MAX | Maximum |
| MIN | Minimum |
| R | Radius |
| TYP. | Typical |
| MNMUTCD | Minnesota Manual on Uniform Traffic Control Devices |

30' 15' 0 30' 60'

SCALE 1" = 30'




S-BUS-40
feet

| | |
|---|---|
| Width | : 8.00 |
| Track | : 8.00 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 34.4 |

HAY DOBBS

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2324 University Ave. W,
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JOEL W. MAIER
PRINT NAME

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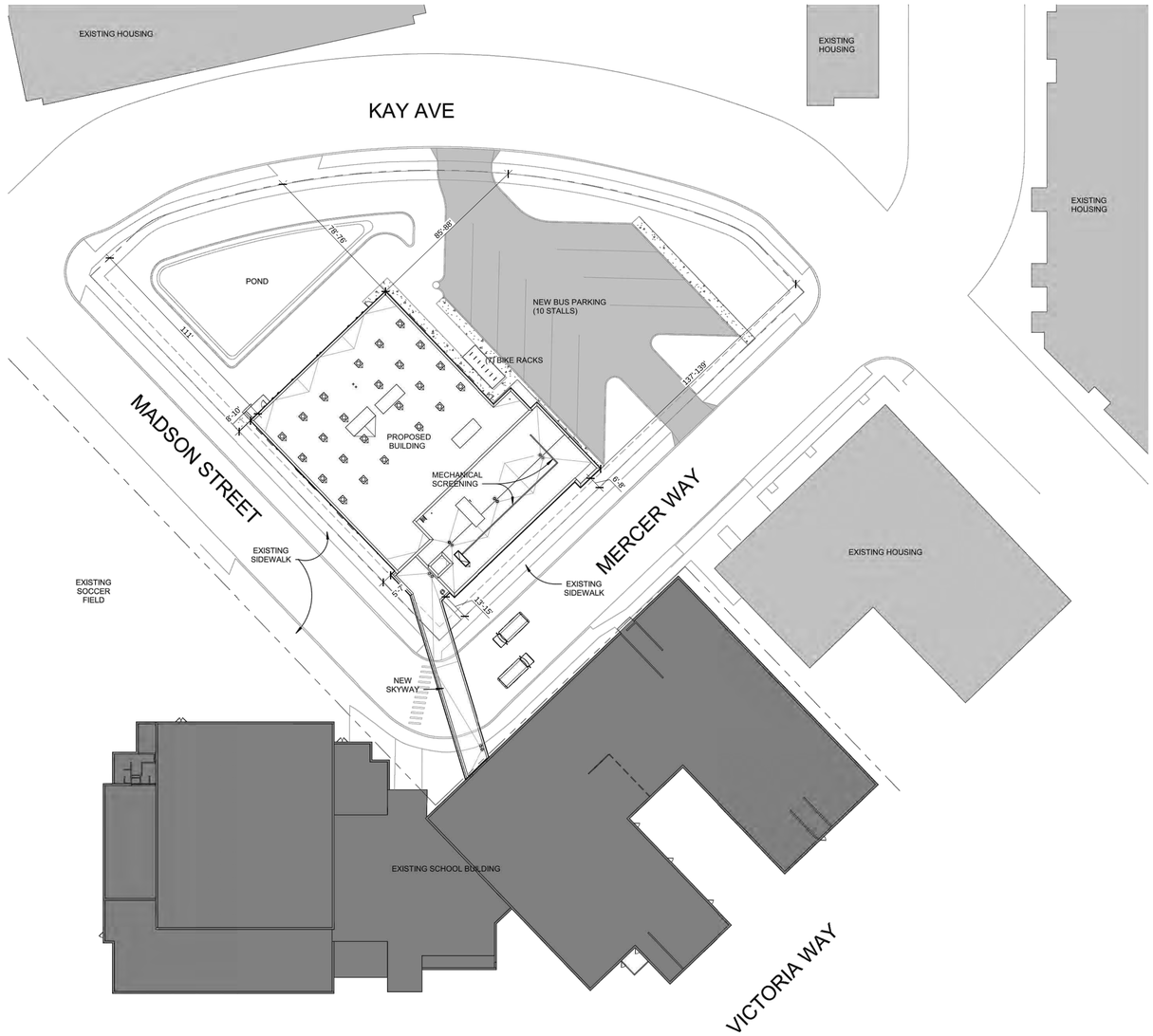
05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**CIVIL SITE PLAN AND TURNING MOVEMENTS**

SHEET NUMBER:
**C401**




1 SITE PLAN
1" = 30'-0"

PROJECT N

TRUE N

NOTE: THE DIMENSIONS SHOWN REFLECT MAXIMUM AND MINIMUM SETBACKS ACHIEVABLE FOR THIS PROJECT WITHIN A SMALL RANGE. THE RANGE IS REFLECTED DUE TO THE SURVEY TOLERANCE OF +/- ONE FOOT AND ALLOWS FOR REFINEMENT OF THE PLANS WITHIN THE REFLECTED RANGE DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.

DOM 067 (1988), P.A. - DO NOT SCALE DRAWINGS

BLOOM HAY DOBBS

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Tel. 612.338.4900

NOVA CLASSICAL ACADEMY
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Phone: 651.209.6320

CONSULTANT

Project Name: NOVA CLASSICAL ACADEMY IMPROVEMENTS & EXPANSION
Project Number: 23008.003
Date: 05/07/2025

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PRINT NAME

SIGNATURE

LICENSE NO.

05/07/2025
DATE

**DD DOCUMENT Not For Construction**

SHEET TITLE:
**ARCHITECTURAL SITE PLAN**

SHEET NUMBER:
**A100**




NOTES:
CAPPED/CONSOLIDATED CONTAMINATION MAP DEMONSTRATING UNIQUE CONDITIONS OF THE SITE.

SOLIDIFIED SOIL ELEVATION

SOLIDIFIED SOIL ELEVATION (PERIMETER)

APPROXIMATE SOLIDIFIED SOIL AREA

APPROXIMATE PARCEL BOUNDARY

60' 0 120'

SCALE: 1"= 120'

BRAUN INTERTEC
The Science You Build On.
11001 Hampshire Avenue S
Minneapolis, MN 55438
PH. (952) 995-2000
FAX (952) 995-2020

Base Dwg Provided By:

LEAD SOIL SOLIDIFICATION AREA
PHASE I ENVIRONMENTAL SITE ASSESSMENT
FRIENDS OF NOVA CLASSICAL ACADEMY
1455 VICTORIA WAY
ST. PAUL, MINNESOTA

| | |
|---|---|
| Project No: | B1608280 |
| Drawing No: | B1608280 |
| Scale: | 1"= 120' |
| Drawn By: | JAG |
| Date Drawn: | 9/13/16 |
| Checked By: | KWB |
| Last Modified: | 9/14/16 |

Sheet: of Fig: 490

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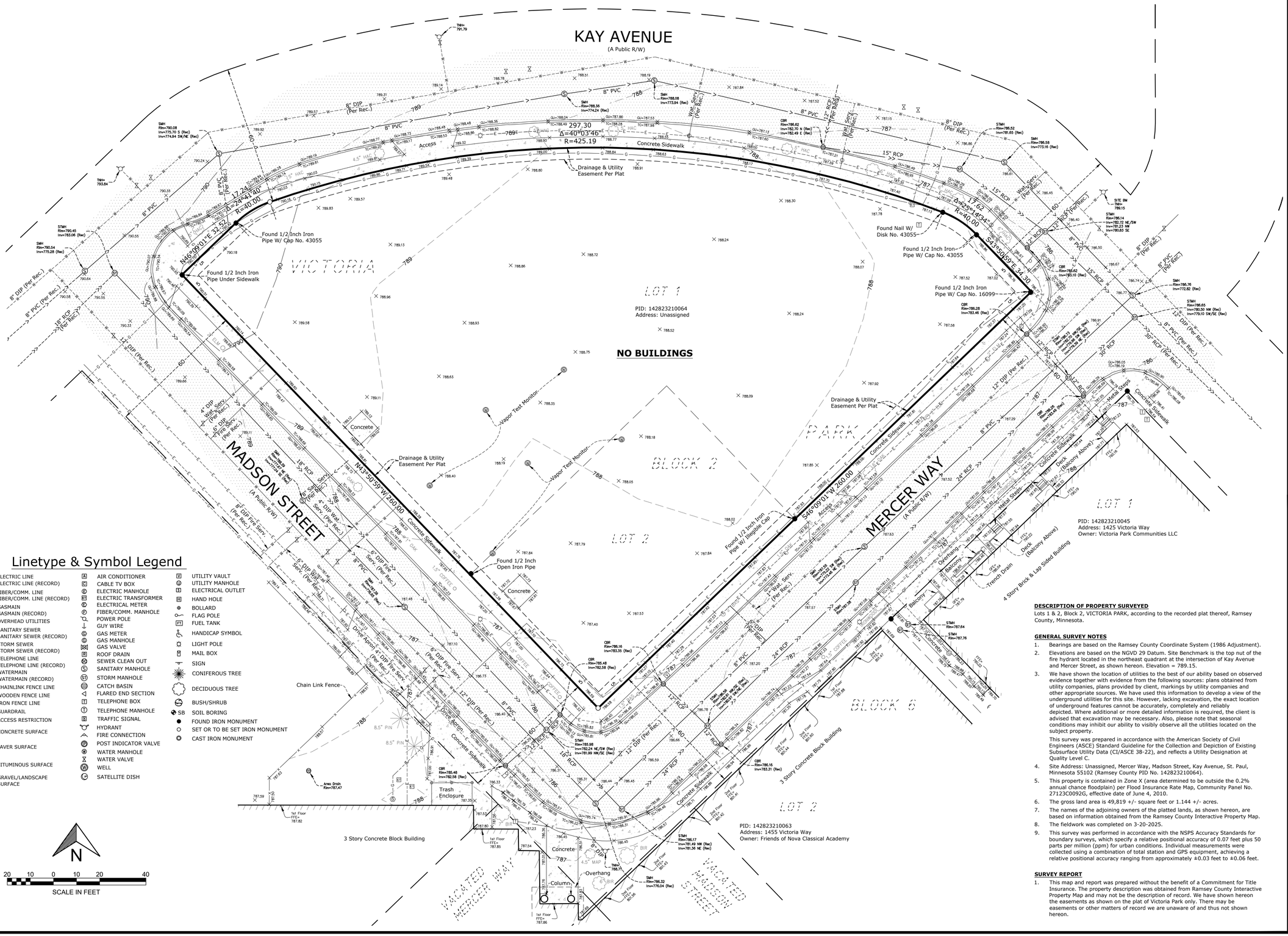



## Linetype & Symbol Legend

- ELECTRIC LINE
- ELECTRIC LINE (RECORD)
- FIBER/COMM. LINE
- FIBER/COMM. LINE (RECORD)
- GASMAIN
- GASMAIN (RECORD)
- OVERHEAD UTILITIES
- SANITARY SEWER
- SANITARY SEWER (RECORD)
- STORM SEWER
- STORM SEWER (RECORD)
- TELEPHONE LINE
- TELEPHONE LINE (RECORD)
- WATERMAIN
- WATERMAIN (RECORD)
- CHAINLINK FENCE LINE
- WOODEN FENCE LINE
- IRON FENCE LINE
- GUARDRAIL
- ACCESS RESTRICTION
- CONCRETE SURFACE
- PAVER SURFACE
- BITUMINOUS SURFACE
- GRAVEL/LANDSCAPE SURFACE

- AIR CONDITIONER
- CABLE TV BOX
- ELECTRIC MANHOLE
- ELECTRIC TRANSFORMER
- ELECTRICAL METER
- FIBER/COMM. MANHOLE
- POWER POLE
- GUY WIRE
- GAS METER
- GAS MANHOLE
- GAS VALVE
- ROOF DRAIN
- SEWER CLEAN OUT
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FLARED END SECTION
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL
- HYDRANT
- FIRE CONNECTION
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER VALVE
- WELL
- SATELLITE DISH

- UTILITY VAULT
- UTILITY MANHOLE
- ELECTRICAL OUTLET
- HAND HOLE
- BOLLARD
- FLAG POLE
- FUEL TANK
- HANDICAP SYMBOL
- LIGHT POLE
- MAIL BOX
- SIGN
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH/SHRUB
- SB SOIL BORING
- FOUND IRON MONUMENT
- SET OR TO BE SET IRON MONUMENT
- CAST IRON MONUMENT

N

20 10 0 10 20 40

SCALE IN FEET

**DESCRIPTION OF PROPERTY SURVEYED**

Lots 1 & 2, Block 2, VICTORIA PARK, according to the recorded plat thereof, Ramsey County, Minnesota.

**GENERAL SURVEY NOTES**

1. Bearings are based on the Ramsey County Coordinate System (1986 Adjustment).
2. Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located in the northeast quadrant at the intersection of Kay Avenue and Mercer Street, as shown hereon. Elevation = 789.15.
3. We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

   This survey was prepared in accordance with the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-22), and reflects a Utility Designation at Quality Level C.
4. Site Address: Unassigned, Mercer Way, Madson Street, Kay Avenue, St. Paul, Minnesota 55102 (Ramsey County PID No. 142823210064).
5. This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27123C0092G, effective date of June 4, 2010.
6. The gross land area is 49,819 +/- square feet or 1.144 +/- acres.
7. The names of the adjoining owners of the platted lands, as shown hereon, are based on information obtained from the Ramsey County Interactive Property Map.
8. The fieldwork was completed on 3-20-2025.
9. This survey was performed in accordance with the NSPS Accuracy Standards for boundary surveys, which specify a relative positional accuracy of 0.07 feet plus 50 parts per million (ppm) for urban conditions. Individual measurements were collected using a combination of total station and GPS equipment, achieving a relative positional accuracy ranging from approximately ±0.03 feet to ±0.06 feet.

**SURVEY REPORT**

1. This map and report was prepared without the benefit of a Commitment for Title Insurance. The property description was obtained from Ramsey County Interactive Property Map and may not be the description of record. We have shown hereon the easements as shown on the plat of Victoria Park only. There may be easements or other matters of record we are unaware of and thus not shown hereon.

CivilSite GROUP
Civil Engineering • Surveying • Landscape Architecture
5000 Greenwood Avenue
Golden Valley, MN 55422
civilities.com 612-615-0060

PROJECT
**Nova Classical Academy**
Unassigned - Mercer Way, Madson Street, Kay Avenue, St. Paul, Ramsey County, Minnesota 55102

CLIENT
**Nova Classical Academy**
1455 Victoria Way, St. Paul, Minnesota 55102

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROY L. SYSTOLE
DATE 3-28-2025 LICENSE NO. 44565

QA/QC

| | |
|---|---|
| FIELD CREW | MS/MG |
| DRAWN BY | DS |
| REVIEWED BY | CJ |
| UPDATED BY | |

VICINITY MAP




REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 4-8-25 | Comments |

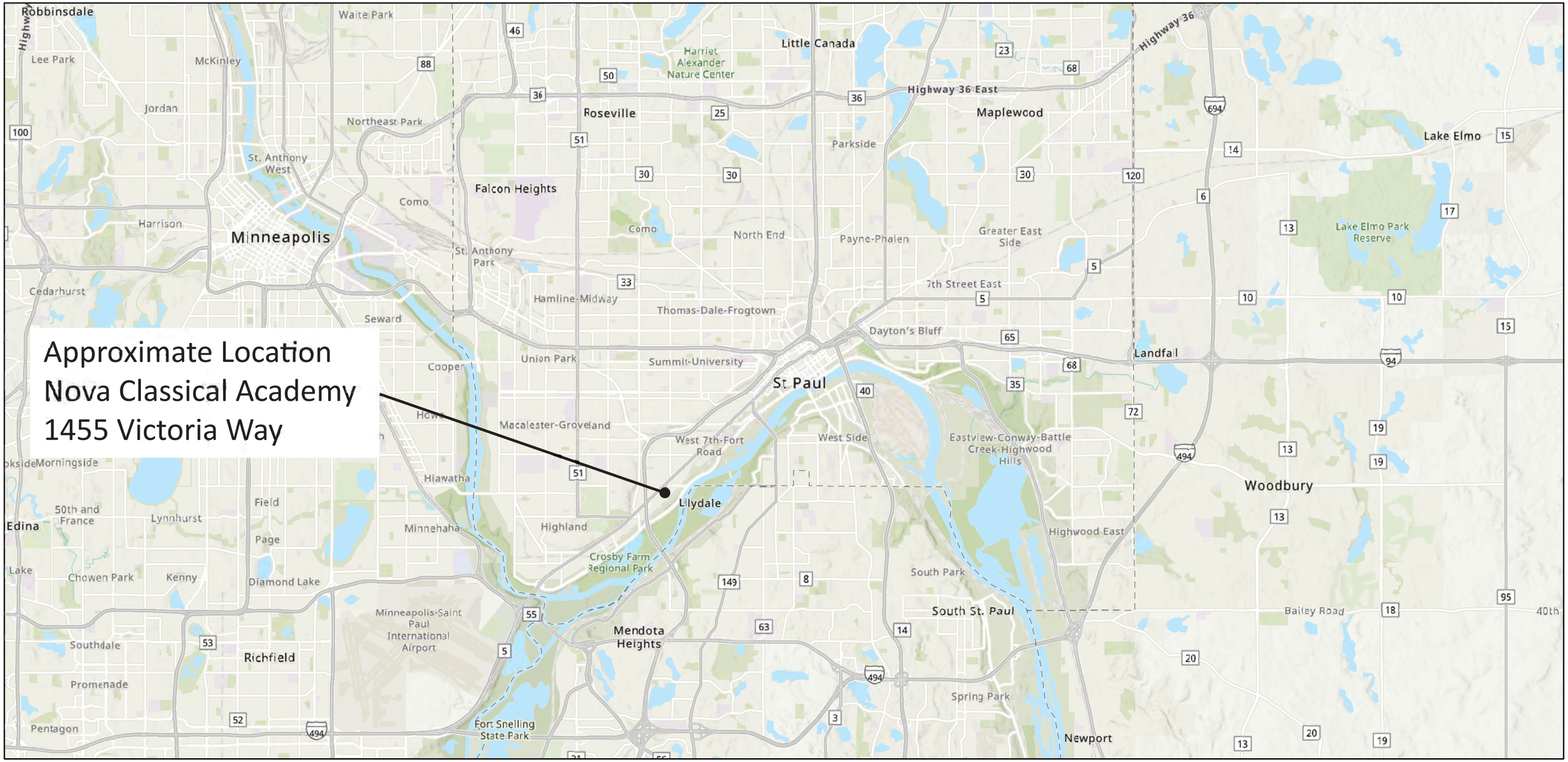
PROJECT NO.: 25088.00

# BOUNDARY & TOPOGRAPHIC SURVEY

# V1.0

©COPYRIGHT 2025 CIVIL SITE GROUP INC.

# Project Location Map




2/19/2025

1:140,000

0 1 2 4 mi

0 1.75 3.5 7 km

Esri, CGIAR, USGS, Metropolitan Council, MetroGIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

# Enlarged Aerial Image Project Location Map




4/1/2025

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

60cm Resolution Metadata

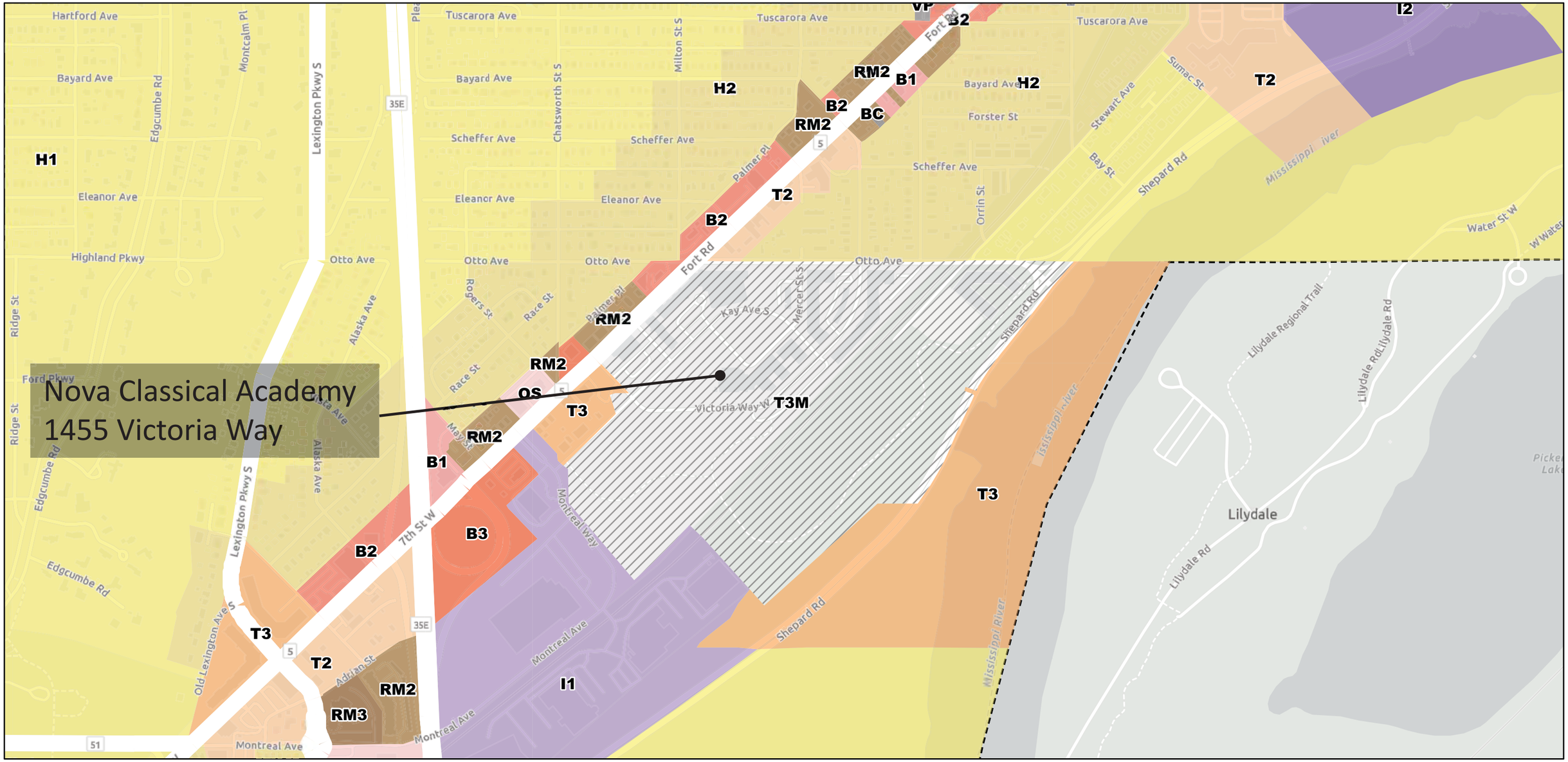
1:3,398

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Dakota County, Maxar

# Principal Zoning Map




3/19/2025, 12:37:50 PM

Interstates
State Highway
Major Streets

Principal Zoning

- H1 Residential
- H2 Residential
- RM2 Multiple-Family
- RM3 Multiple-Family
- T2 Traditional Neighborhood
- T3 Traditional Neighborhood
- T3M T3 with Master Plan
- OS Office-Service
- B1 Local Business
- BC Community Business (converted)
- B2 Community Business
- B3 General Business
- I1 Light Industrial
- I2 General Industrial
- VP Vehicular Parking
- Saint Paul City Boundary

1:9,028

0 0.05 0.1 0.2 mi

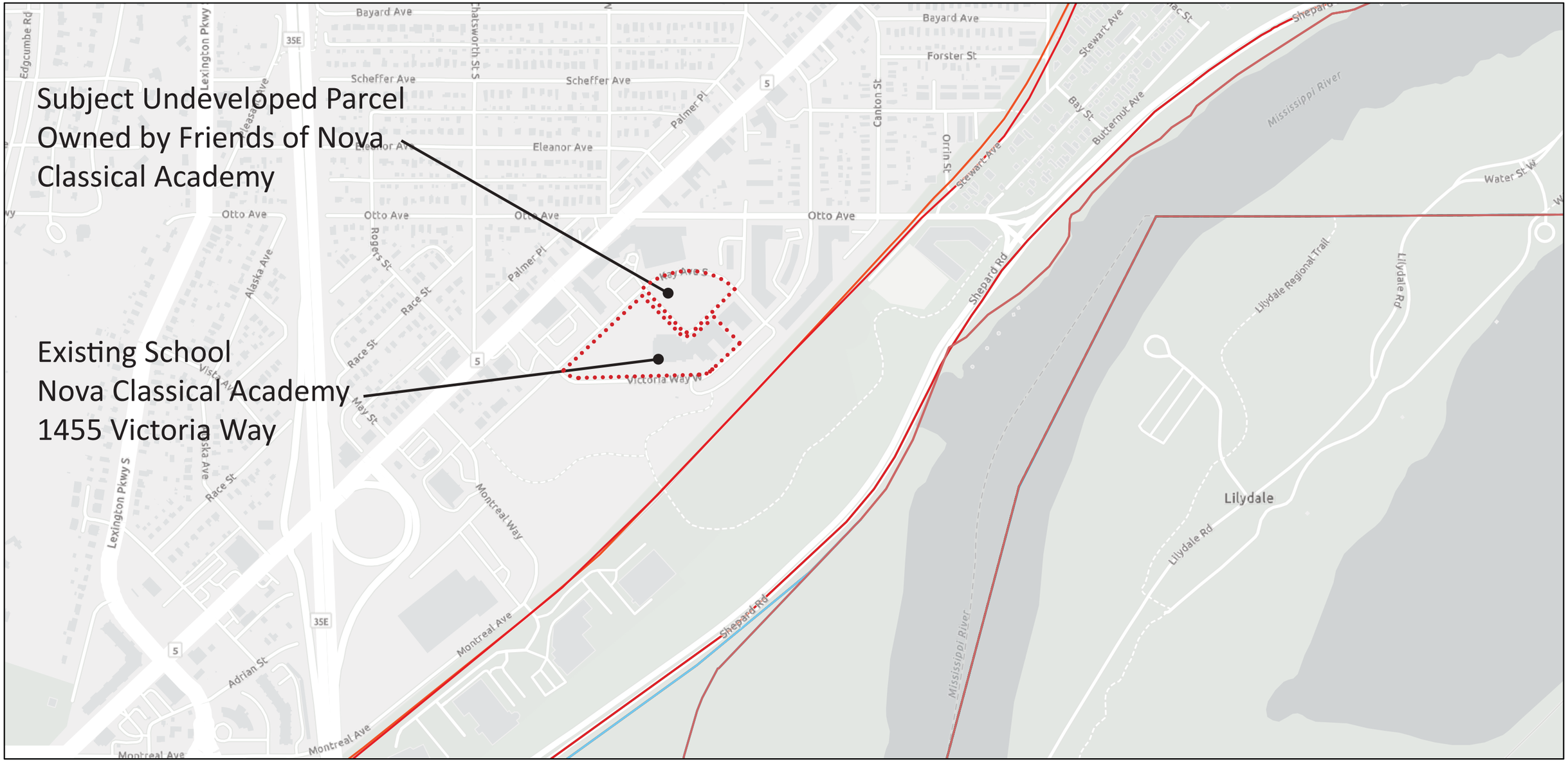
0 0.1 0.2 0.4 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ArcGIS Web AppBuilder

Esri Community Maps Contributors, County of Dakota, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | For more information on these zoning designations, contact PED Principal

# Zoning Overlay (ArcGIS Web Map)




9/20/2024, 1:36:01 PM

1:8,091

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Interstates

State Highway

Major Streets

Floodplain Management Overlay Zoning

FW Floodway

FF Flood Fringe

Future Mississippi River Corridor Critical Area Overlay Zoning

CA-ROS Rural and Open Space

CA-UM Urban Mixed

Mississippi River Corridor Critical Area Overlay Zoning

RC1 River Corridor Floodway Overlay District

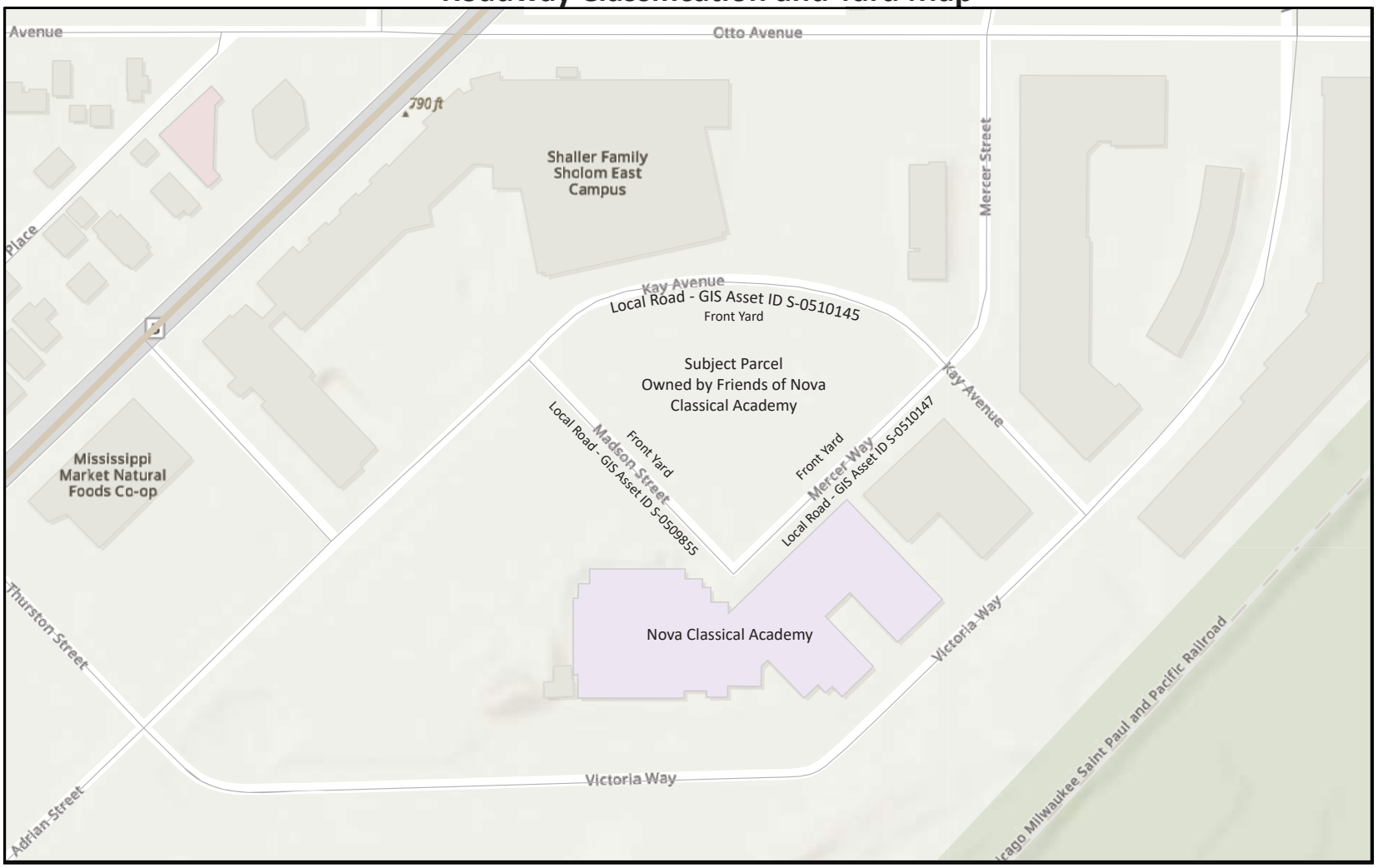
RC2 River Corridor Flood Fringe Overlay District

RC4 River Corridor Urban Diversified Overlay District

Saint Paul City Boundary

Esri Community Maps Contributors, County of Dakota, County of Ramsey, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

# Roadway Classification and Yard Map




4/29/2025

State Highway

Minor Streets

World_Hillshade

1:2,510

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,

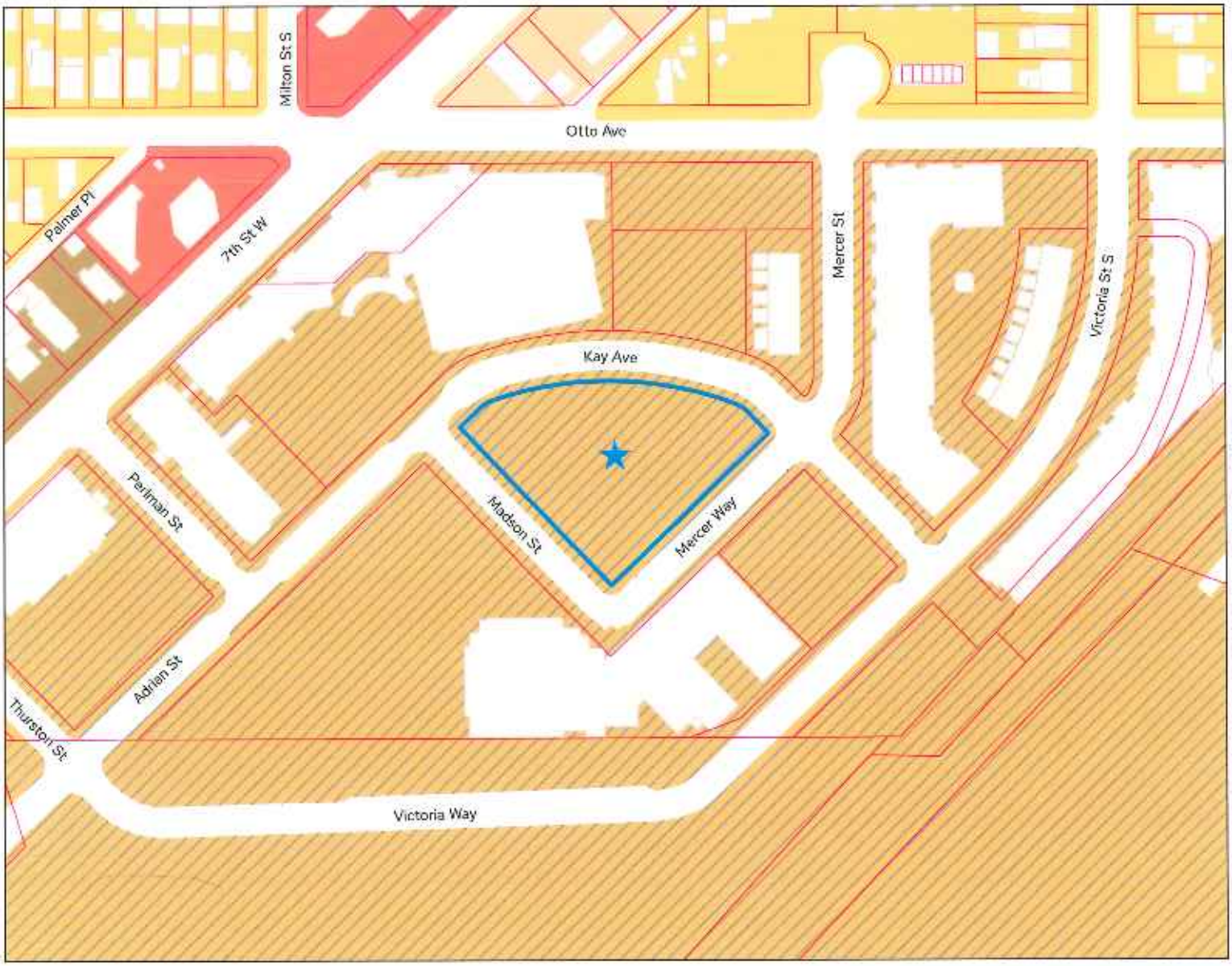
SOURCE: Online, https://information.stpaul.gov/maps/stpaul::minor-streets; 4/29/25

Application of

# Friends of Nova Classical Academy

Zoning map

application number: 25-054-206 • type: Master Plan Amend • date: 07/21/2025 • planning district: 9




Subject parcel(s) are outlined in blue

Other parcels are outlined in pink

- **RL** One-Family Large Lot
- **H1** Residential
- **H2** Residential
- **RM1** Multiple-Family
- **RM2** Multiple-Family
- **RM3** Multiple-Family
- **T1** Traditional Neighborhood
- **T2** Traditional Neighborhood
- **T3** Traditional Neighborhood
- **T3M** T3 with Master Plan
- **T4** Traditional Neighborhood
- **T4M** T4 with Master Plan
- **OS** Office-Service
- **B1** Local Business
- **BC** Community Business (converted)
- **B2** Community Business
- **B3** General Business
- **B4** Central Business
- **B5** Central Business Service
- **IT** Transitional Industrial
- **ITM** IT with Master Plan
- **I1** Light Industrial
- **I2** General Industrial
- **I3** Restricted Industrial
- **F1** River Residential
- **F2** Residential Low
- **F3** Residential Mid
- **F4** Residential High
- **F5** Business
- **F6** Gateway
- **VP** Vehicular Parking
- **PD** Planned Development
- **CA** Capitol Area Jurisdiction

0 37.5 75 150 225 300 Feet

N

SAINT PAUL
PLANNING & ECONOMIC DEVELOPMENT

SAINT PAUL
PLANNING & ECONOMIC DEVELOPMENT

DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT
NICOLLE NEWTON, DIRECTOR

City Hall Annex, 25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Tel: 651-266-6565

DATE: August 1, 2025

TO: Planning Commission

FROM: Zoning Committee

SUBJECT: Results of July 31, 2025, Zoning Committee Hearing

**NEW BUSINESS**

| | | Recommendation | |
|---|---|---|---|
| | | **Staff** | **Committee** |
| **1.** | **Cups and Cheers CUP ( 25-053-864 )**<br>Conditional use permit for a bar with more than 5,000 sq. ft. in floor area | Approval | Approval<br>( 4 – 0 ) |

**Address**: 1624-1626 White Bear Avenue N.
NE corner of White Bear Avenue and Idaho Avenue E.

**District Comment**: District 2 submitted a letter recommending approval

**Support:** 0 people spoke, 0 letters

**Opposition**: 0 people spoke, 0 letters

**Hearing**: closed

**Motion**: Approval

| | | Recommendation | |
|---|---|---|---|
| | | **Staff** | **Committee** |
| **2.** | **Nova Classical Academy Addition ( 25-054-206 )**<br>Amendment to Victoria Park Master Plan (§ 66.344c) with variances (§61.601) 1) in floor area ratio, 2) reducing the minimum opening percentage for doors and windows, 3) dimensional and yard standards for a. front yard setback, b. parking lot frontage, c. bus parking area, and d. parking area interior landscaping. | Approval with a condition | Approval with a condition<br>( 4 – 0 ) |

**Address**: North side of Mercer Avenue between Kay Avenue and Madison Street (triangular lot north of 1455 Victoria Way)

**District Comment:** District 9 submitted a letter recommending denial

**Support:** 0 people spoke, 0 letters

**Opposition**: 0 people spoke, 0 letters

**Hearing**: closed

**Motion**: Approval of Master Plan Amendment and variances with a condition



Need this translated? Call us at 651-266-6565
¿Necesita esta traducción? Comuníquese con nosotros al 651-266-6565.
Ma u baahan tahay tarjamadaan Nago soo wac 651-266-6565.
Xav tau qhov no txhais los? Hu rau peb ntawm 651-266-6565.

**West 7th / Fort Road Federation**
395 Superior Street
Saint Paul, MN 55102
651.298.5599
www.FortRoadFederation.org

July 28, 2025

Zoning Committee
Saint Paul Planning Commission
25 West Fourth Street, Suite 1400
Saint Paul, MN 55102
ZoningCases@ci.stpaul.mn.us

**Subject: Letter Regarding Master Plan Amendment & Variance Request - 1455 Victoria Way**
**FILE # 25-054-206**
**Hearing Date:** July 31, 2025

Dear Members of the Zoning Committee,

On behalf of the West 7th/Fort Road Federation, I write to express our opposition to the proposed major modification of the Victoria Park Master Plan. This request comes alongside nine variance requests to allow Nova Classical Academy to construct a two-story storm shelter building at 1455 Victoria Way. While we do not oppose the construction of a storm shelter in principle, this proposal would come at the direct expense of the long-standing goals and intent of the adopted Master Plan. Approving this change would further weaken the plan's commitment to a mixed use urban village.

This parcel is currently designated for Mixed Residential Use in the adopted Master Plan. That designation, and future land use determination, was central to the long-term vision for Victoria Park: a "pedestrian-friendly, transit-oriented community that provides a range of housing choices and prices," intended to "reweave" the urban fabric of a formerly industrial site. The proposed institutional development is not aligned with that intent and represents another significant and irreversible departure from the community's vision.

It is important to understand that the Master Plan has already undergone multiple revisions that significantly compromised the public goals for the site. Notably, the

planned commercial and mixed-use components never materialized or were given time to take root. As a result, what was envisioned as a vibrant, multi-use community shifted toward nearly exclusively residential development. These development patterns encourage communities that can feel disconnected or isolated from the broader neighborhood, since they offer no amenities for non-residents of those spaces. The lack of commercial spaces in these residential developments also leads to a level of car-dependency for residents that contrasts with the vision of an urban village. Over time that vision continued to erode. The original plan called for 850 housing units, but after legal battles, economic recession, and changing priorities, only 423 units have been built. In 2009, 36 acres of land initially intended for housing became permanently dedicated parkland after a court settlement. In 2011, further amendments reduced the housing target to 500 units.

In 2016, Nova purchased the final parcel slated for townhomes and mansion-style housing ("buildings that will resemble large single-family structures, but will include 5-8 units per building"). Since that time, the parcel has remained undeveloped, effectively removing it from the city's housing pipeline at a time when housing needs are urgent. Other than this parcel, there is no more land slated and available for housing development at Victoria Park. To now permit further institutional development on this last potential housing parcel would solidify the loss of community-centered land use and permanently eliminate any chance of fulfilling the housing goals of the plan.

Nova engaged with the Federation at our Transportation and Land Use Committee meeting on June 4, 2025 and received positive feedback regarding the project. It is important to note that they stated the project did not require any variances and that they were not seeking a letter of support, but were simply sharing information with the community. While the opportunity for community input was appreciated, this framing significantly limited the nature of feedback and scrutiny. Had the proposal been presented as what it now is — a Master Plan amendment and nine variance requests — our evaluation would have been far more thorough, and community members would have responded with greater engagement and concern.

Given the long history of compromises to the Master Plan and the ongoing erosion of the public vision for Victoria Park, this proposal represents yet another step away from a livable, equitable, and balanced neighborhood. We believe this site remains essential for the fulfillment of the plan's original goals, and institutional expansion is incompatible with that intent.

For these reasons, we respectfully urge the Zoning Committee to recommend denial of the requested Master Plan amendment and therefore the variance requests. Saint Paul deserves development that aligns with adopted plans, reflects community input, and upholds the public interest.

Thank you for your time and consideration.

If you have any questions, I can be reached at 651-298-5599 or julia@fortroadfederation.org

Sincerely,



Julia McColley
Executive Director

CC: Councilmember Rebecca Noecker
Stefan Hankerson, City Planner

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-197

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-197 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 222-0477 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | MBFTE Contribution $191,723.66 | | | **Final Action:** | |

**Title:** Amending the financing and spending plans in the Fire Department in the amount of $191,723.66 for the contribution received from the Minnesota Board of Firefighter Training and Education to pay for training for firefighters.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | MBFTE Financial Analysis $191,723.66.pdf | **Financials Included?:** | |
| **Contact Name:** | Butch Inks | **Hearing Date:** | |
| **Entered by:** | jill.lacasse@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-197

Amending the financing and spending plans in the Fire Department in the amount of $191,723.66 for the contribution received from the Minnesota Board of Firefighter Training and Education to pay for training for firefighters.

See Attachment "MBFTE Financial Analysis $191,723.66"

WHEREAS, the Minnesota Board of Firefighter Training and Education (MBFTE) has awarded a residual contribution of $191,723.66 to the Saint Paul Fire Department to reimburse costs associated with firefighter training; and

WHEREAS, firefighter training is a governmental purpose; and

WHEREAS, the financing and spending plans have not been established for the contribution received; and

WHEREAS, the Mayor pursuant to Section 10.7.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation funds of $191,723.66 in excess of those estimated in

the 2025 budget; and

WHEREAS, the Mayor recommends the addition as specified in the attachment "MBFTE Financial Analysis $191,723.66" be made in the 2025 budget; now, therefore be it

RESOLVED, the Saint Paul City Council accepts the contribution of $191,723.66 and thanks the Minnesota Board of Firefighter Training and Education for the generous contribution and approves the changes in the 2025 budget.

**City of Saint Paul Financial Analysis**

File ID Number: RES PH 25-197

Budget Affected: Operating Budget Fire and Safety Services General Fund

Total Amount of Transaction: 191,723.66

Funding Source: Other Please Specify Funding Source:

Appropriation already included in budget? No

Charter Citation: 10.7.1

Fiscal Analysis

The Saint Paul Fire Department received a contribution of $191,723.66 from the Minnesota Board of Firefighter Training and Education. This contribution will be used pay for training for firefighters.

Detail Accounting Codes:

**GENERAL LEDGER (GL) - ANNUAL BUDGET**

**Spending Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | |
|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-210 | 63160 | General Professional Services | 117,108.00 | 191,723.66 | 308,831.66 |
| | | | TOTAL: | | 191,723.66 | |

**Financing Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | |
|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-210 | 55505 | Outside Contribution & Donation | 115,309.61 | 191,723.66 | 307,033.27 |
| | | | TOTAL: | | 191,723.66 | |

**ACTIVITY LEDGER (AC) - LIFE TO DATE ACTIVITY BUDGET**

*Complete this section for Grants, Capital, Capital Bond Proceeds, STAR, TIF, and HRA amendments.*

**Spending Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | |
|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | - |
| | | XXXXX | (Item description) | | | - |
| | | | TOTAL: | | - | |

**Financing Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | |
|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | - |
| | | XXXXX | (Item description) | | | - |
| | | | TOTAL: | | - | |

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-195

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-195 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 222-0477 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | Brandenburg Family Donation | | | **Final Action:** | |

**Title:** Amending the financing and spending plans in the Fire Department in the amount of $100 for the donation from the Brandenburg family in honor of retired Fire Captain Patrick Donnelly.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Brandenburg Family Donation $100.00.pdf | **Financials Included?:** | |
| **Contact Name:** | Butch Inks | **Hearing Date:** | |
| **Entered by:** | jill.lacasse@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-195

Amending the financing and spending plans in the Fire Department in the amount of $100 for the donation from the Brandenburg family in honor of retired Fire Captain Patrick Donnelly.
See Attachment "Brandenburg Family Donation $100.00"

WHEREAS, the Fire Department has received a donation of $100.00 from the Brandenburg family in honor of retired Fire Captain Patrick Donnelly to support firefighter training; and

WHEREAS, the total amount of the donation is $100.00; and

WHEREAS, the spending and financing plans have not been established for the donation; and

WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul does certify that there are available for appropriations funds of $100.00 in excess of those established in the 2025 budget, now, therefore be it

RESOLVED, by the City Council that $100.00 is available for appropriation in the 2025 budget, and

heretofore adopted by the Council, is hereby amended as outlined in the attached financial analysis and the Council thanks the Brandenburg family for their generous donation.

**City of Saint Paul Financial Analysis**

File ID Number: RES PH 25-195

Budget Affected: Operating Budget Fire and Safety Services General Fund

Total Amount of Transaction: 100.00

Funding Source: Other Please Specify Funding Source:

Appropriation already included in budget? No

Charter Citation: 10.7.1

Fiscal Analysis

The Saint Paul Fire Department received a donation of $100.00 from the Brandenburg family. This donation will be used to support the training firefighters.

Detail Accounting Codes:

**GENERAL LEDGER (GL) - ANNUAL BUDGET**

**Spending Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | |
|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-200 | 70540 | Training & Instructional Materials | 8,186.00 | 100.00 | 8,286.00 |
| | | | TOTAL: | | 100.00 | |

**Financing Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | |
|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-200 | 55505 | Outside Contribution & Donation | - | 100.00 | 100.00 |
| | | | TOTAL: | | 100.00 | |

**ACTIVITY LEDGER (AC) - LIFE TO DATE ACTIVITY BUDGET**

*Complete this section for Grants, Capital, Capital Bond Proceeds, STAR, TIF, and HRA amendments.*

**Spending Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | |
|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | - |
| | | XXXXX | (Item description) | | | - |
| | | | TOTAL: | | - | |

**Financing Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | |
|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | - |
| | | XXXXX | (Item description) | | | - |
| | | | TOTAL: | | - | |

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-198

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-198 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | 222-0477 | **In Control:** | City Council |
| | | | | **File Created:** | 08/27/2025 |
| **File Name:** | MNTF1 Reimbursement $29,703.51 | | | **Final Action:** | |

**Title:** Amending the financing and spending plans in the Fire Department in the amount of $29,703.51 for the Minnesota Task Force One (MNTF1) reimbursement from the City of Edina.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | MNTF1 Financial Analysis $29,703.51.pdf | **Financials Included?:** | |
| **Contact Name:** | Butch Inks | **Hearing Date:** | |
| **Entered by:** | jill.lacasse@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-198

Amending the financing and spending plans in the Fire Department in the amount of $29,703.51 for the Minnesota Task Force One (MNTF1) reimbursement from the City of Edina.

See Attachment "MNTF1 Financial Analysis $29,703.51"

WHEREAS, the Fire Department will be reimbursed by the City of Edina for training for the Saint Paul Fire Department Minnesota Task Force One (MNTF1) team; and

WHEREAS, the total cost of the training is $29,703.51; and

WHEREAS, the spending and financing plans have not been established for the reimbursement; and

WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation of funds of $29,703.51 in excess of those estimated in the 2025 budget, now, therefore, be it

RESOLVED, by the City Council that the $29,703.51 is available for appropriation in the 2025 budget, and said budget, as heretofore, adopted by the Council, is hereby as outlines in the attached financial analysis.

**City of Saint Paul Financial Analysis**

File ID Number: RES PH 25-198

Budget Affected: Operating Budget Fire and Safety Services General Fund

Total Amount of Transaction: 29,703.51

Funding Source: Other Please Specify Funding Source:

Appropriation already included in budget? No

Charter Citation: 10.7.1

Fiscal Analysis

The City of Edina will reimburse the Fire Department for $29,703.51 for costs associated with the MN Task Force 1 team training from March - July 2025.

Detail Accounting Codes:

**GENERAL LEDGER (GL) - ANNUAL BUDGET**

**Spending Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | | |
|---|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-210 | 60175 | Overtime | | 58,854.15 | 24,764.06 | 83,618.21 |
| 1 | 100-22-210 | 61010 | Medicare Regular | | 66,695.57 | 351.57 | 67,047.14 |
| 1 | 100-22-210 | 61135 | PERA Fire | | 7,676,141.42 | 4,382.83 | 7,680,524.25 |
| 1 | 100-22-210 | 72910 | Other Misc Supplies | | 241.61 | 205.05 | 446.66 |
| | | | | TOTAL: | | 29,703.51 | |

**Financing Changes**

*(Action Accomplished)*

| GL Annual Budget | | | | | | | |
|---|---|---|---|---|---|---|---|
| Company | Fund-Dept-Cost Center | Account | Description | | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| 1 | 100-22-210 | 44590 | Misc Services | | 71,680.14 | 29,703.51 | 101,383.65 |
| | | | | TOTAL: | | 29,703.51 | |

**ACTIVITY LEDGER (AC) - LIFE TO DATE ACTIVITY BUDGET**

*Complete this section for Grants, Capital, Capital Bond Proceeds, STAR, TIF, and HRA amendments.*

**Spending Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | | |
|---|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | | - |
| | | XXXXX | (Item description) | | | | - |
| | | | | TOTAL: | | - | |

**Financing Changes**

*(Action Accomplished)*

| Life to Date Activity Budget | | | | | | | |
|---|---|---|---|---|---|---|---|
| Activity Group | Activity | Account Category | Description | | CURRENT BUDGET | CHANGES | AMENDED BUDGET |
| | | XXXXX | (Item description) | | | | - |
| | | XXXXX | (Item description) | | | | - |
| | | | | TOTAL: | | - | |

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-189

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-189 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | (651) 266-9137 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | SLV - Viva La Vida: Taco & Tequila Festival - PH 9/10/2025 | | | **Final Action:** | |

**Title:** Approving the application of Minnesota Taco and Tequila Festival for the Viva La Vida: Taco & Tequila Festival event on Saturday, September 20 and Sunday, September 21, 2025 for a sound level variance in order to present live amplified sound at 425 Rice Street, former Sears parking lot.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Bowie | **Enactment Date:** | |
| **Attachments:** | Application, ENS, Map, Owner Notice, Owner Address List, Letter to Applicant | **Financials Included?:** | |
| **Contact Name:** | Barb | **Hearing Date:** | |
| **Entered by:** | frances.birch@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-189

Approving the application of Minnesota Taco and Tequila Festival for the Viva La Vida: Taco & Tequila Festival event on Saturday, September 20 and Sunday, September 21, 2025 for a sound level variance in order to present live amplified sound at 425 Rice Street, former Sears parking lot.

WHEREAS, Chapter 293 of the Saint Paul Legislative Code was enacted to regulate the subject of noise in the City of Saint Paul; and

WHEREAS, §293.09 provides for the granting of variances from the sound level limitations contained in

§293.07, upon a finding by the City Council that full compliance with Chapter 293 would constitute an unreasonable hardship on the applicant, other persons or on the community; and

WHEREAS, Minnesota Taco and Tequila Festival, represented by Krista Wilson, Minnesota Taco and Festival Event Assistant Producer, who has been designated as the responsible person on the application, has applied for a variance, at a requested sound level limit of 90 dBA at no specified distance, to present live amplified sound for the Viva La Vida: Taco & Tequila Festival event on Saturday, September 20 and Sunday, September 21, 2025 at 425 Rice Street, Store Parking lot; and

WHEREAS, applicant has requested a variance for the hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20, 205 and for the hours of 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. until 10:00 a.m. on each day for a Viva La Vida: Taco & Tequila Festival event; and

WHEREAS, if applicant is not granted a variance applicant will not be able to present amplified sound at the 425 Rice Street, Store Parking lot site; and

WHEREAS, the Department of Safety and Inspections has reviewed the application and has made recommendations regarding conditions for the variances. Now, therefore, be it

RESOLVED, that the Council of the City of Saint Paul hereby grants a variance to Minnesota Taco and Tequila Festival, subject to the following conditions:

1) The Variance shall be for the requested variance hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20 and from 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. to 10:00 a.m. on both dates for a Viva La Vida: Taco & Tequila Festival event.

2) All electronically powered equipment used in conjunction with the event shall not exceed 90 dBA at 50 feet from all sound sources during the September 20, 2025 and September 21, 2025 events from 11:00 a.m. until 8:00 p.m. on Saturday, September 20 and from 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, and shall not exceed 80 dBA during the pre-event sound check from 9:00 until 10:00 a.m. on both days; and

3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff.

4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 8:00 p.m. on September 20, 2025 and no later than 6:00 p.m. on September 21, 2025, the event dates.

FURTHER RESOLVED, that any violations of the conditions set forth above on the September 20 and September 21, 2025 dates may result in denial of future requests for the grant of a noise variance, in addition to any criminal citation which might issue.

Minnesota Taco and Festival :Viva La Vida: Taco & Tequila Festival Event, represented by Krista Wilson, has requested an exemption from the sound level limitations in Chapter 293.07 in order to present amplified sound, with limitations, from 11:00 a.m. until 8:00 p.m. on Saturday, September 20 and from 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. to 10:00 a.m. on both days. Chapter 293.09 provides for the granting of variances from the sound level limitations contained in Chapter 293.07.

Was proper notice given? YES - See Attachments

SAINT PAUL
SAFETY & INSPECTIONS

ENT OF SAFETY & INSPECTIONS (DSI)
IGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

SLV

COPY
8/15/2025 Check attached
but NOT processed yet

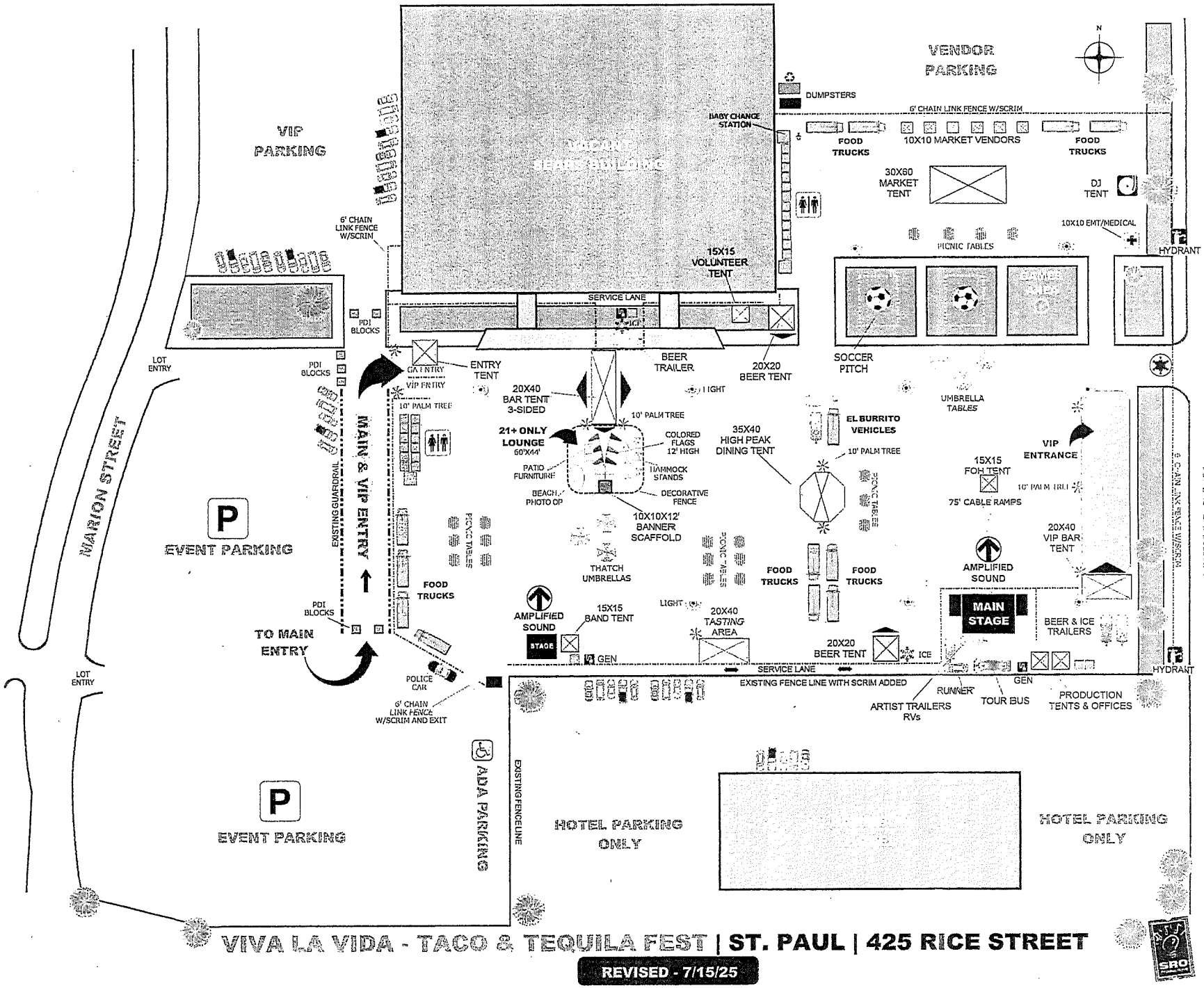
# Sound Level Variance Application
## Legislative Code Chapter 293 - Noise Regulations

**Application and $178 fee should be submitted a minimum of sixty (60) days prior to the event date to allow ample time for required public notification period and scheduling of a Council public hearing. Applications submitted within sixty (60) days of the event date may not satisfy the processing timeline requirements.**

1. *Organization/person seeking variance:* Minnesota Taco and Tequila Festival
2. *Event Name:* Viva La Vida: Taco & Tequila Festival
3. *Address and physical description of noise source location (Event, Worksite):* 425 Rice Street, Saint Paul, MN 55103
4. *Responsible person:* Krista Wilson *Title:* Assistant Producer
5. *Telephone:* 612-759-9708 *E-Mail:* krista.wilson@live.com
6. *Date(s) variance requested:* 9/20/2025 - 9/21/2025
7. *Noise source - Time(s) of operation:* Saturday 11am - 8pm | Sunday 11am - 6pm
   *- Time(s) of pre-event sound check:* 9:00am - 10:00am each day
8. *Sound level requested at 50 feet from noise source (dBA/Decibels):* 90dBA
9. *Mailing address w/zip code:* 1959 Sargent Ave, Saint Paul, MN 55105
10. *Briefly describe the noise source and equipment involved:* Live music stage
11. *Describe the steps that will be taken to minimize the noise levels:* Stage is aimed north to direct sound away from residental area. Sound company will abide by decibel level limitations. Mesh back on stage to limit bleed. Not any amplified music after 8pm Saturday or 6pm on Sunday.
12. *State reason for seeking variance (example - music, announcements, construction, etc.):* Music.
13. *Maximum number of attendees:* 5,000/day
14. *A site diagram & map must be attached showing location of noise source(s), streets, stages, tents, etc.* ***(If there will be amplified sound, indicate location and direction that all speakers will be facing). Multiple locations may require more than one application.***
15. *Submit completed application, site diagram/map, and $178 fee to:*

**CITY OF SAINT PAUL**
**DEPARTMENT OF SAFETY AND INSPECTIONS**
**375 JACKSON STREET, SUITE 220**
**SAINT PAUL, MN 55101-1806**

**Signature of responsible person:** K Wilson **Date:** 7/10/25




# VIVA LA VIDA - TACO & TEQUILA FEST | ST. PAUL | 425 RICE STREET

**REVISED - 7/15/25**

## Frances Birch

**From:** City of Saint Paul <cityofsaintpaul@public.govdelivery.com>
**Sent:** Thursday, August 21, 2025 4:17 PM
**To:** Frances Birch
**Subject:** Courtesy Copy: Sound Level Variance Application, Minnesota Taco and Tequilla Festival, Viva La Vida: Taco & Tequilla Festival

**This is a courtesy copy of an email bulletin sent by Barb McMonigal-St. Dennis.**

**This bulletin was sent to the following groups of people:**

Subscribers of ENS - D17: CapitolRiver Council (1398 recipients)

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**Event:** Minnesota Taco and Tequilla Festival, Viva La Vida: Taco & Tequilla Festival

**Description of Variance:**

**Location: 425 Rice Street**

**Noise Source**: Krista Wilson, Minnesota Taco and Festival Event Assistant Producer, has requested a sound level variance, for 90 dBA at no specified distance from the sound source, to present live amplified sound with use of a sound system for the Viva La Vida: Taco & Tequila Festival event on September 20 and September 21, 2025 at 425 Rice Street, former Sears Store Parking lot. The applicant has requested a variance for the hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20, 2025 and for the hours of 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. until 10:00 a.m. on each day for a Minnesota Taco and Tequila Festival, Viva La Vida: Taco & Tequila Festival event. The Department of Safety and Inspections will be recommending the following conditions: 1)The Variance shall be for the requested variance hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20, 205 and for the hours of 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. until 10:00 a.m. on each day for a Minnesota Taco and Tequila Festival , Viva La Vida: Taco & Tequila Festival event. 2) All electronically powered equipment used in conjunction with the event shall not exceed 90 dBA at 50 feet from all sound sources during the Viva La Vida: Taco & Tequila Festival event dates. 3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff. 4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 8:00 p.m. on September 20 and no later than 6:00 p.m. on September 21, 2025, the event dates.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025, will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, ouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by

noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5. Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

**A public hearing before the City Council on this variance request will be held on:**

Date: Wednesday, September 10, 2025

Time: 3:30 p.m.

Location: 3rd floor, City Hall Council Chambers

After the public hearing, the Council may grant, deny, or modify the variance request.

If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266- 9137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

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Questions? Contact Us

SAINT PAUL
MINNESOTA

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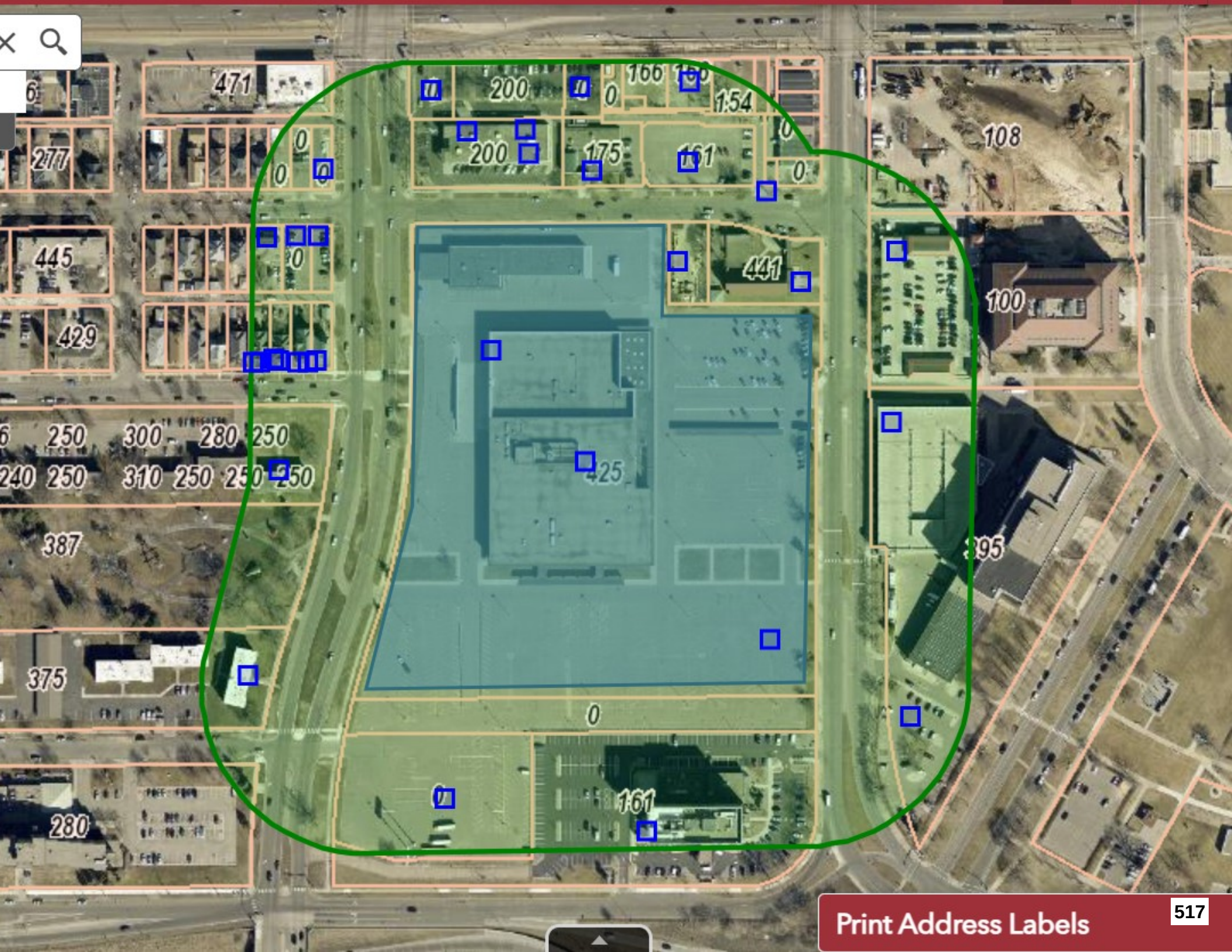



Print Address Labels

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 25, 2025

**NOTICE OF PUBLIC HEARING**

Sound Level Variance

Minnesota Taco and Tequila Festival – Viva La Vida: Taco & Tequila Festival

Dear St. Paul Property Owner:

This is to inform you of a request for a variance from the sound level limitations as indicated in the St. Paul Noise Ordinance (Chapter 283 of the St. Paul Legislative Code). Property owned by you and located near the noise source, may be affected by this variance request. Rental property owners must provide a copy of this notice to all renters or post a copy in a common area of the building so it can be viewed by the occupants.

**Description of Variance:**

**Location:** 425 Rice Street – Parking Lot

**Noise Source:** Krista Wilson, Minnesota Taco and Festival Event Assistant Producer, has requested a sound level variance, for 90 dBA at no specified distance from the sound source, to present live amplified sound with use of a sound system for the Viva La Vida: Taco & Tequila Festival event on September 20 and September 21, 2025 at 425 Rice Street, former Sears Store Parking lot. The applicant has requested a variance for the hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20, 2025 and for the hours of 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. until 10:00 a.m. on each day for a Minnesota Taco and Tequila Festival, Viva La Vida: Taco & Tequila Festival event. The Department of Safety and Inspections will be recommending the following conditions: 1)The Variance shall be for the requested variance hours of 11:00 a.m. until 8:00 p.m. on Saturday, September 20, 205 and for the hours of 11:00 a.m. until 6:00 p.m. on Sunday, September 21, 2025, with a pre-event sound check from 9:00 a.m. until 10:00 a.m. on each day for a Minnesota Taco and Tequila Festival , Viva La Vida: Taco & Tequila Festival event. 2) All electronically powered equipment used in conjunction with the event shall not exceed 90 dBA at 50 feet from all sound sources during the Viva La Vida: Taco & Tequila Festival event dates. 3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff. 4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 8:00 p.m. on September 20 and no later than 6:00 p.m. on September 21, 2025, the event dates.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025 will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

**A public hearing before the City Council on this variance request will be held on**:

Date: Wednesday, September 10, 2025
Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers
After the public hearing, the Council may grant, deny, or modify the variance request.

If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-8137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

| Name | Address | cityStZp |
|---|---|---|
| Occupant | 235 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 232 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 231 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 175 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 340 MARION STREET | SAINT PAUL, MN 55103 |
| Occupant | 224 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 200 UNIVERSITY AVENUE WEST SUITE 200 | SAINT PAUL, MN 55103 |
| Occupant | 229 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 237 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 200 UNIVERSITY AVENUE WEST | SAINT PAUL, MN 55103 |
| Occupant | 441 RICE STREET | SAINT PAUL, MN 55103 |
| Occupant | 168 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 230 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 241 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 239 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 389 RICE STREET | SAINT PAUL, MN 55103 |
| Occupant | 375 MARION STREET | SAINT PAUL, MN 55103 |
| Occupant | 227 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 228 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 474 MARION STREET | SAINT PAUL, MN 55103 |
| Occupant | 200 UNIVERSITY AVENUE WEST SUITE 150 | SAINT PAUL, MN 55103 |
| Occupant | 161 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 161 RONDO AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 166 UNIVERSITY AVENUE WEST | SAINT PAUL, MN 55103 |
| Occupant | 450 MARION STREET | SAINT PAUL, MN 55103 |
| Occupant | 425 RICE STREET | SAINT PAUL, MN 55103 |
| Occupant | 233 FULLER AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 151 AURORA AVENUE | SAINT PAUL, MN 55103 |
| Occupant | 186 UNIVERSITY AVENUE WEST | SAINT PAUL, MN 55103 |
| Occupant | 424 RICE STREET | SAINT PAUL, MN 55155 |

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 25, 2025

Krista Wilson
Minnesota Taco and Tequila Festival
1959 Sargeant Ave
Saint Paul, MN 55105

Dear Krista Wilson:

This is to confirm that our office has received your application for a variance from the city's noise ordinance for a Viva La Vida: Taco & Tequila Festival event series and that the variance is being processed. The Department of Safety and Inspections has recommended that a variance be issued with conditions.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025, will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

A **public hearing before the City Council on this variance request will be held on:**
Date: Wednesday, September 10, 2025
Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers

After the public hearing, the Council may grant, deny, or modify the variance request.
If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-9137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-190

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-190 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | (651) 266-9137 | **In Control:** | City Council |
| | | | | **File Created:** | 08/25/2025 |
| **File Name:** | SLV - Walk for Water - PH 9/10/2025 | | | **Final Action:** | |

**Title:** Approving the application of Anderson Race Management/Jennifer Williams Walk for Water event, Saturday, September 20, 2025 for a sound level variance in order to present live amplified sound at Upper Landing Park, 226 Spring Street.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Noecker

**Enactment Date:**

**Attachments:** Application, ENS, Map, Owners Notice, Owners List, Letter to Applicant

**Financials Included?:**

**Contact Name:** Barb

**Hearing Date:**

**Entered by:** frances.birch@ci.stpaul.mn.us

**Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

### Text of Legislative File RES PH 25-190

Approving the application of Anderson Race Management/Jennifer Williams Walk for Water event, Saturday, September 20, 2025 for a sound level variance in order to present live amplified sound at Upper Landing Park, 226 Spring Street.

WHEREAS, Chapter 293 of the Saint Paul Legislative Code was enacted to regulate the subject of noise in the City of Saint Paul; and

WHEREAS, §293.09 provides for the granting of variances from the sound level limitations contained in
§293.07, upon a finding by the City Council that full compliance with Chapter 293 would constitute an unreasonable hardship on the applicant, other persons or on the community; and

WHEREAS, Anderson Race Management/Jennifer Williams Walk for Water event, represented by Jennifer Williams, Director of Events, who has been designated as the responsible person on the application, has applied for a variance, at a requested sound level limit of 100 dBA at no specified distance, to present amplified sound for the Walk for Water event on Saturday, September 20, 2025

from 8:00 a.m. until 1:00 p.m. with a pre-event sound check at 7:45 a.m.; and

WHEREAS, applicant has requested a variance for the hours of 8:00 a.m. until 1:00 p.m. with a pre-event sound check at 7:45 a.m. on Saturday, September 20, 2025 for a Anderson Race Management/Jennifer Williams Walk for Water event; and

WHEREAS, if applicant is not granted a variance applicant will not be able to present amplified sound at the Upper Landing Park, 226 Spring Street; and

WHEREAS, the Department of Safety and Inspections has reviewed the application and has made recommendations regarding conditions for the variances. Now, therefore, be it

RESOLVED, that the Council of the City of Saint Paul hereby grants a variance to Anderson Race Management/Jennifer Williams, subject to the following conditions:

1) The Variance shall be for the requested variance hours of 8:00 a.m. until 1:00 p.m. with a pre-event sound check at 7:45 a.m. on Saturday, September 20, 2025 for an Anderson Race Management/Jennifer Williams Walk for Water event ; and

2) All electronically powered equipment used in conjunction with the event shall not exceed 85 dBA at 50 feet from all sound sources during the September 20, 2025 event; and

3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff.

4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 1:00 p.m. on September 20, 2025, the event date.

FURTHER RESOLVED, that any violations of the conditions set forth above on the September 20, 2025 date may result in denial of future requests for the grant of a noise variance, in addition to any criminal citation which might issue.

Anderson Race Management/Jennifer Williams Walk for Water event, represented by Jennifer Williams, has requested an exemption from the sound limitations in Chapter 293.07 in order to present amplified sound, with limitations, from 8:00 a.m. until 1:00 p.m. with a pre-event sound check at 7:45 a.m. on Saturday, September 20, 2025. Chapter 293.09 provides for the granting of variances from the sound level limitations contained in Chapter 293.07.

Was proper notice given? YES - See Attachments

---

SAINT PAUL
SAFETY & INSPECTIONS

E 3/17

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

524

# Sound Level Variance Application

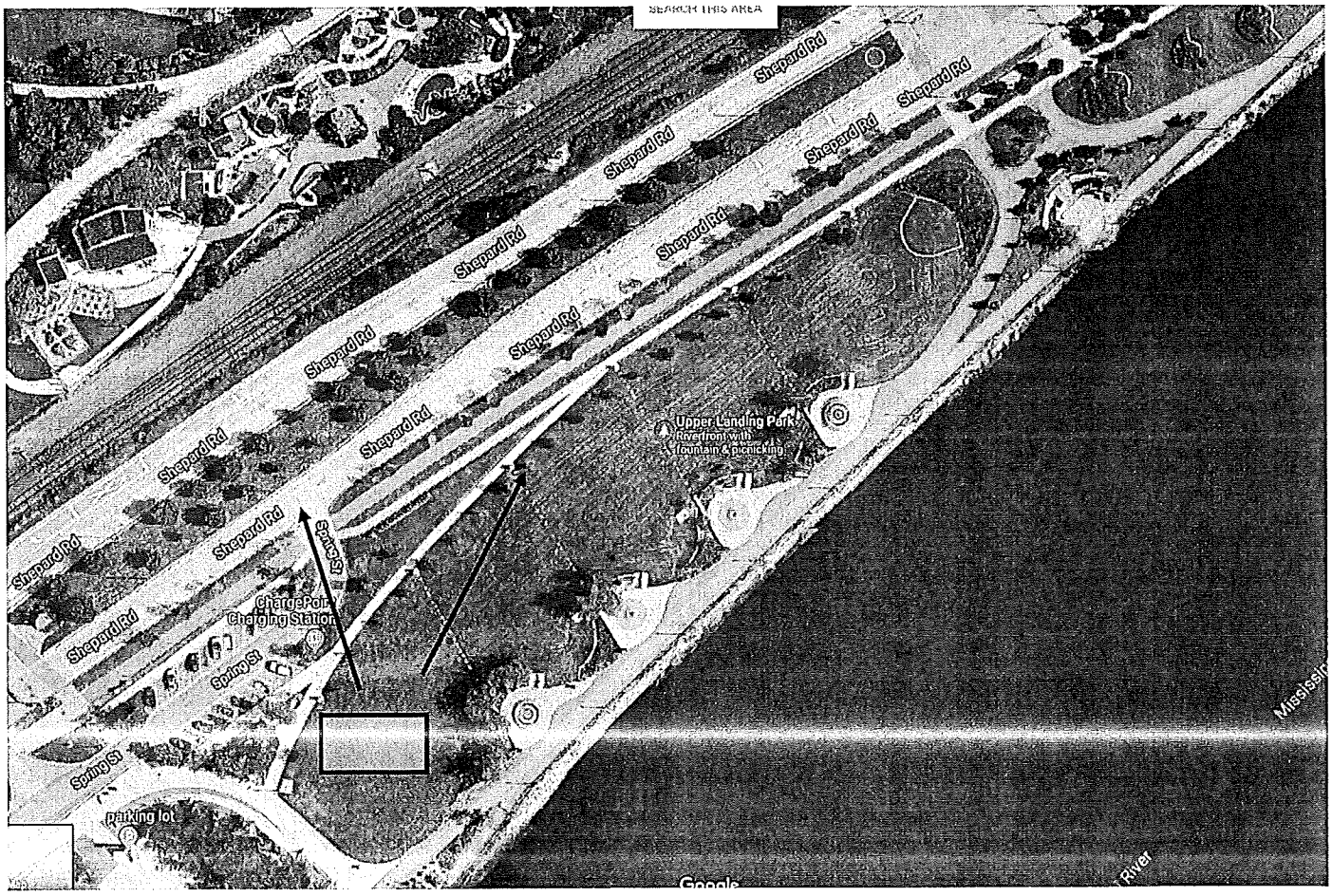
**Legislative Code Chapter 293. - Noise Regulations Application and $178 fee should be submitted a minimum of sixty (60) days prior to the event date to allow ample time for required public notification period and scheduling of a Council public hearing. Applications submitted within sixty (60) days of the event date may not satisfy the processing timeline requirements.**

1. *Organization/person seeking variance:* Anderson Race Managment/Jennifer Williams
2. *Event Name:* Walk for Water
3. *Address and physical description of noise source location (Event, Worksite):* Upper Landing 226 Spring Street 55102
4. *Responsible person:* Jennifer Williams *Title:* Director of Events
5. *Telephone:* 612-475-0600 *E-Mail:* jennifer@andersonraces.com
6. *Date(s) variance requested:* 9/20/2025
7. *Noise source - Time(s) of operation:* 8 am - 1 pm
   *- Time(s) of pre-event sound check:* 7:45 am
8. *Sound level requested (dBA/Decibels):* 100 decibels or lower
9. *Mailing address w/zip code:* 4047 Camberwell Dr N, Eagan, MN 55123
10. *Briefly describe the noise source and equipment involved:* DJ Sound system and microphone
11. *Describe the steps that will be taken to minimize the noise levels:* Speakers away from houses and house
12. *State reason for seeking variance (example - music, announcements, construction, etc.):* Race music and annoucements
13. *Maximum number of attendees:* 500
14. *A site diagram & map must be attached showing location of noise source(s), streets, stages, tents, etc.* ***(If there will be amplified sound, indicate location and direction that all speakers will be facing). Multiple locations may require more than one application.***
15. *Submit completed application, site diagram/map, and $178 fee to:*

**CITY OF SAINT PAUL**
**DEPARTMENT OF SAFETY AND INSPECTIONS 375 JACKSON**
**STREET, SUITE 220**
**SAINT PAUL, MN 55101-1806**

**Signature of responsible person:** Jennifer Williams **Date:** 3/17/2025

Twin Cities Walk for Water
September 20, 2025
8 am—1 pm
Upper Landing Park
St. Paul, MN 55102



# DSI RECEIPT

CITY OF SAINT PAUL
Department of Safety and Inspections
375 Jackson Street Suite 220
Saint Paul, Minnesota 55101-1806
Phone: (651) 266-8989 Fax: (651) 266-9124
www.stpaul.gov/dsi

526

Date: 04/15/2025

Received From: ANDERSON RACE MANAGEMENT
4047 CAMBERWELL DRIVE N EAGAN MN 55123

Description:

| Invoice Details | Invoice Amount | Amount Paid |
|---|---|---|
| 1177719 | | |
| Noise Variance | $178.00 | $178.00 |

**TOTAL AMOUNT PAID:** **$178.00**

Paid By:

| Payment Type | Check # | Received Date | Amount |
|---|---|---|---|
| Credit Card | V5076 | 04/15/2025 | $178.00 |

Sound Level Variance Application Walk for Water

**Email (HTML)** Email (Plain Text)

From: City of Saint Paul <cityofsaintpaul@public.govdelivery.com>

Subject: Sound Level Variance Application Walk for Water

An application for a sound level variance has been received from Jennifer Williams, for Anderson Race Management, for a Walk for Water event on Saturday September 20, 2025 from 8:00am-1:00pm with a pre-event sound check from 7:45am. The event will take place at 226 Spring Street - Upper Landing Park. Further details on this event will be forthcoming.

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| SOO LINE RAILROAD CO | 120 S 6TH ST FL 7 | MINNEAPOLIS MN 55402-1803 |
| CITY OF ST PAUL | 25 4TH ST W # 1000 | ST PAUL MN 55102-1692 |
| CITY OF ST PAUL PUBLIC WORKS | 25 4TH ST W STE 1500 | SAINT PAUL MN 55102-1966 |
| PORT AUTHORITY OF ST PAUL | 6211 ANN ARBOR RD | DUNDEE MI 48131-9527 |
| CITY OF SAINT PAUL | 25 4TH ST W STE 1000 | ST PAUL MN 55102-1692 |
| COUNTY OF RAMSEY PUBLIC WORKS | 1425 PAUL KIRKWOLD DR | ARDEN HILLS MN 55112-3931 |
| WILLIAM J NEHRING KATHLEEN A NEHRING | 240 SPRING ST # 201 | SAINT PAUL MN 55102-4496 |
| CHICAGO NW TRANSPORT CORP | 1400 DOUGLAS STOP 1640 | OMAHA NE 68179-0002 |
| OLIVER NOTTLEY ANGELA NOTTLEY | 302 MOSSYCUP OAK CT | SPARTANBURG SC 29306-6627 |
| DIANE SCHROEPFER CHRISTINA VAN GUILDER TR | 240 SPRING ST UNIT 217 | SAINT PAUL MN 55102-4497 |
| PAUL J DINZEO | 3145 ILO WAY | STILLWATER MN 55082-8387 |
| SUSAN J DEFREITAS | 240 SPRING ST UNIT 219 | SAINT PAUL MN 55102-4497 |
| IAN HOXWORTH | 240 SPRING ST UNIT 307 | SAINT PAUL MN 55102-4694 |
| WILLIAM E GADEA | 36 KITAJ CT | SACRAMENTO CA 95835-2332 |
| CARL A NASHAN JULIE AYER | 368 CAMINO SAN CLEMENTE | SAN CLEMENTE CA 92672-3704 |
| KURT L WILLIAMSON JANE WILLIAMSON | 240 SPRING ST UNIT 203 | SAINT PAUL MN 55102-4496 |
| NADIA SMITH HENNESSY | 240 SPRING ST UNIT 205 | SAINT PAUL MN 55102-4496 |
| MICHAEL A ANDERSEN | 240 SPRING ST UNIT 212 | ST PAUL MN 55102-4497 |
| ERICA MCKENZIE | 240 SPRING ST UNIT 214 | SAINT PAUL MN 55102-4497 |
| OZIOMA E OJI | 240 SPRING ST UNIT 220 | SAINT PAUL MN 55102-4498 |
| CHARLES R PAULSON MIRIAM J SMITH | 240 SPRING ST UNIT 222 | SAINT PAUL MN 55102-4498 |
| MADISON M SCHULTE | 240 SPRING ST 303 | SAINT PAUL MN 55102-4694 |
| MARY JANE SCHAAL TR | 151 WINDSOR CT | NEW BRIGHTON MN 55112-3370 |
| LUKE ABRAHAM ERICKSON | 240 SPRING ST 312 | SAINT PAUL MN 55102-4695 |
| JACK L MCCOY REBECCA A KANTEN MCCOY | 240 SPRING ST UNIT 314 | SAINT PAUL MN 55102-4695 |
| JOHN W HEBERT LINDA W HEBERT | 240 SPRING ST UNIT 321 | SAINT PAUL MN 55102-4696 |
| GAIL T KULICK | 335 2ND AVE SW | MILACA MN 56353-1109 |
| GEORGE MACKEY JR TR PAULA MACKEY TR | 240 SPRING ST # 401 | SAINT PAUL MN 55102-4704 |
| JOHN ANTHONY BURROWS SARAH THERESE BURROWS | 240 SPRING ST UNIT 403 | SAINT PAUL MN 55102-4704 |
| PAUL THOMAS JOAN THOMAS | 240 SPRING ST UNIT 410 | SAINT PAUL MN 55102-4706 |
| YI TANG | 240 SPRING ST UNIT 412 | SAINT PAUL MN 55102-4706 |
| NIEL MATTHEW MCCARTHY | 240 SPRING ST 418 | SAINT PAUL MN 55102-4705 |
| JUNETTH M LETTNER | 447 NOKOMIS AVE S | VENICE FL 34285-2618 |
| INEZ OLIVA | 240 SPRING ST UNIT 504 | SAINT PAUL MN 55102-4709 |
| MARK MOTIVANS CATHERINE MOTIVANS | 400 SPRING ST UNIT 401 | SAINT PAUL MN 55102-4451 |
| KEVIN J WINEMAN | 240 SPRING ST UNIT 513 | SAINT PAUL MN 55102-4707 |
| AMY RAHM | 240 SPRING ST UNIT 515 | SAINT PAUL MN 55102-4707 |
| KIMBERLY A SNUGGERUD | 49 PAUKAA DR | HILO HI 96720-4680 |
| JODY ARNT | 240 SPRING ST UNIT 327 | SAINT PAUL MN 55102-4697 |
| THE RAFFERTY CRAYTON TRUST | 240 SPRING ST # 328 | SAINT PAUL MN 55102-4697 |
| MICHAEL C HILBORN | 240 SPRING ST UNIT 329 | SAINT PAUL MN 55102-4698 |
| MONICA HARTMANN | 240 SPRING ST UNIT 330 | SAINT PAUL MN 55102-4477 |
| MICHAEL D LINDQUIST | 424 S 2ND ST # 211 | PHOENIX AZ 85004-2525 |
| RODNEY ST MICHEL | 240 SPRING ST # 414 | ST PAUL MN 55102-4706 |
| ANDREW MONTEZ | 240 SPRING ST 415 | SAINT PAUL MN 55102-4705 |
| VACIELA M MANOS | 240 SPRING ST UNIT 417 | SAINT PAUL MN 55102-4705 |
| BARBARA J LEHN | 240 SPRING ST UNIT 508 | SAINT PAUL MN 55102-4709 |
| BLIGHTY LLC | 302 MOSSYCUP OAK CT | SPARTANBURG SC 29306-6627 |
| MARK J HOTTINGER MARGARET A HOTTINGER | 240 SPRING ST UNIT 510 | SAINT PAUL MN 55102-4707 |
| FRANCINE HUNTINGTON | 240 SPRING ST UNIT 511 | SAINT PAUL MN 55102-6513 |

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|---|---|---|
| MARY T DORNFELD CHAD M DORNFELD | 240 SPRING ST UNIT 207 | SAINT PAUL MN 55102-4496 |
| RENEE D ROSE | 240 SPRING ST UNIT 208 | ST PAUL MN 55102-4496 |
| KEVIN W PFEIFFER REBECCA M PFEIFFER | 2830 LINDGREN LN | INDEPENDENCE MN 55359-9770 |
| DR ROBERT J BECK | 240 SPRING ST UNIT 210 | SAINT PAUL MN 55102-4497 |
| KAREN M VORACEK | 240 SPRING ST UNIT 225 | ST PAUL MN 55102-4498 |
| ROSS WIESER | 240 SPRING ST UNIT 226 | SAINT PAUL MN 55102-4498 |
| JULIE A GRIFFIN TIMOTHY J GRIFFIN | 240 SPRING ST # 227 | ST PAUL MN 55102-4499 |
| TINA VAN ERP | 240 SPRING ST UNIT 301 | SAINT PAUL MN 55102-4694 |
| PAUL L BEYTIEN-CARLSON LISA A BEYTIEN-CARLSON | 240 SPRING ST UNIT 317 | ST PAUL MN 55102-4695 |
| LINDA CALVERT | 240 SPRING ST UNIT 318 | SAINT PAUL MN 55102-4695 |
| KATHLEEN BELL TR | 240 SPRING ST UNIT 319 | SAINT PAUL MN 55102-4695 |
| DAVE AND DOUGLAS LLC | 5504 HILLSIDE CT 320 | EDINA MN 55439-1218 |
| ELLEN I LUCAST | 240 SPRING ST UNIT 405 | SAINT PAUL MN 55102-0252 |
| GREGORY L PAINE | 11325 INTERLACHEN RD | CHISAGO CITY MN 55013-9552 |
| LEAH V STANLEY | 240 SPRING ST # 407 | SAINT PAUL MN 55102-4704 |
| KATHLEEN M SWEENEY | 240 SPRING ST 408 | SAINT PAUL MN 55102-4704 |
| RUTH S TAYLOR | 240 SPRING ST UNIT 422 | SAINT PAUL MN 55102-4708 |
| ABHAY R JOSHI | 240 SPRING ST UNIT 423 | SAINT PAUL MN 55102-4708 |
| ANDREA S GILATS | 240 SPRING ST UNIT 501 | ST PAUL MN 55102-4709 |
| DAVID STANLEY TR | 240 SPRING ST # 502 | SAINT PAUL MN 55102-4709 |
| REBECCA LYNN KILGORE TR PAUL BERNARD KILGORE TR | 20 NORTHFIELD ST | DULUTH MN 55803-1941 |
| THOMAS E WELLE TR PAULETTE E WELLE TR | 476 LANDSCAPE LN NW | BEMIDJI MN 56601-8753 |
| RUTH G BEESCH TR KARL W BEESCH TR | 240 SPRING ST UNIT 518 | SAINT PAUL MN 55102-4477 |
| SCOTT L EVERT LORIE BREIEHAGEN | 1294 INGERSON RD | ARDEN HILLS MN 55112-4697 |
| SALLY TUCKER LICHTENSTEIN | 240 SPRING ST UNIT 315 | SAINT PAUL MN 55102-4695 |
| AMBER M REMACKEL | 240 SPRING ST UNIT 202 | SAINT PAUL MN 55102-4496 |
| AMY M SCHULZ | 240 SPRING ST # 204 | ST PAUL MN 55102-4496 |
| KAZIAH JOSIAH | 240 SPRING ST UNIT 206 | SAINT PAUL MN 55102-4496 |
| MARCIA L ROBERT | 240 SPRING ST UNIT 211 | SAINT PAUL MN 55102-4497 |
| DAVID L RIGGS LYNN T CIBUZAR | 240 SPRING ST UNIT 213 | SAINT PAUL MN 55102-4497 |
| TIMOTHY RICHARD HANLIN STACEY A HANLIN | 240 SPRING ST UNIT 221 | SAINT PAUL MN 55102-4498 |
| MARK MOBERG IDELLA A MOBERG | 240 SPRING ST UNIT 223 | SAINT PAUL MN 55102-4498 |
| KAITLYN ANN STAMSON | 240 SPRING ST UNIT 302 | SAINT PAUL MN 55102-4694 |
| MARY BETH LARSON | 240 SPRING ST UNIT 304 | SAINT PAUL MN 55102-4694 |
| GAITH SAMIR HIJAZIN | 240 SPRING ST # 306 | SAINT PAUL MN 55102-4694 |
| JENNIFER LAFORGIA | 240 SPRING ST UNIT 311 | SAINT PAUL MN 55102-4695 |
| RACHEL A WOBSCHALL TR | 240 SPRING ST UNIT 313 | SAINT PAUL MN 55102-4695 |
| KATHRYN M ASP | 240 SPRING ST UNIT 322 | SAINT PAUL MN 55102-4696 |
| MARK JONASSEN JANET JONASSEN | 240 SPRING ST 325 | SAINT PAUL MN 55102-4694 |
| BARBARA J DIEKMANN | 240 SPRING ST # 331 | ST PAUL MN 55102-4699 |
| RYAN E CARLSON MEGAN A CARLSON | 240 SPRING ST UNIT 402 | SAINT PAUL MN 55102-4704 |
| ANTHONY TIERNEY | 240 SPRING ST UNIT 404 | SAINT PAUL MN 55102-4704 |
| BROCK VESTRUM | 240 SPRING ST UNIT 409 | SAINT PAUL MN 55102-4704 |
| ANDREW DOUGHTY HEATHER DOUGHTY | 240 SPRING ST 411 | SAINT PAUL MN 55102-4706 |
| CONOR LOFTUS YURI SAITO LOFTUS | 432 10TH AVE SW | ROCHESTER MN 55902-2911 |
| LAURA HURLEY | 240 SPRING ST UNIT 421 | ST PAUL MN 55102-4708 |
| CHRISTINE ROGERS | 17125 KENDEL AVE | HASTINGS MN 55033-9337 |
| KEVIN OLSON NOREEN OLSON | 240 SPRING ST UNIT 507 | SAINT PAUL MN 55102-4709 |
| JACK NILLES | 240 SPRING ST UNIT 512 | SAINT PAUL MN 55102-4707 |
| DAVID TERNBERG COLLEEN S TERNBERG | 240 SPRING ST UNIT 514 | SAINT PAUL MN 55102-4707 |
| MARK JONASSEN JANET JONASSEN | 240 SPRING ST 325 | SAINT PAUL MN 55102-4477 |
| SUSAN J DEFREITAS | 240 SPRING ST # 219 | ST PAUL MN 55102-4497 |

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|---|---|---|
| ANN M WILHELMY VACIELA M MANOS | 240 SPRING ST UNIT 417 | SAINT PAUL MN 55102-4705 |
| SHERRI K SILVA | 105 WENTWORTH PL | BURNSVILLE MN 55337-4516 |
| HOUSING & REDEV AUTHORITY | 25 FOURTH ST W # 1100 | ST PAUL MN 55102-1634 |
| MSP FLATS LLC | 4219 LYNDALE AVE S | MINNEAPOLIS MN 55409 |

## Frances Birch

**From:** City of Saint Paul <cityofsaintpaul@public.govdelivery.com>
**Sent:** Wednesday, April 16, 2025 11:11 AM
**To:** Frances Birch
**Subject:** Sound Level Variance Application Miles for Melanoma : TEST

An application for a sound level variance has been received from Jennifer Williams, for Anderson Race Management, for a Miles for Melanoma event on Saturday August 10, 2025 from 8:00am-12:00pm with a pre-event sound check from 7:30am-7:45am. The event will take place at 1600 Phalen Dr. - Phalen Lake Pavilion. Further details on this event will be forthcoming.

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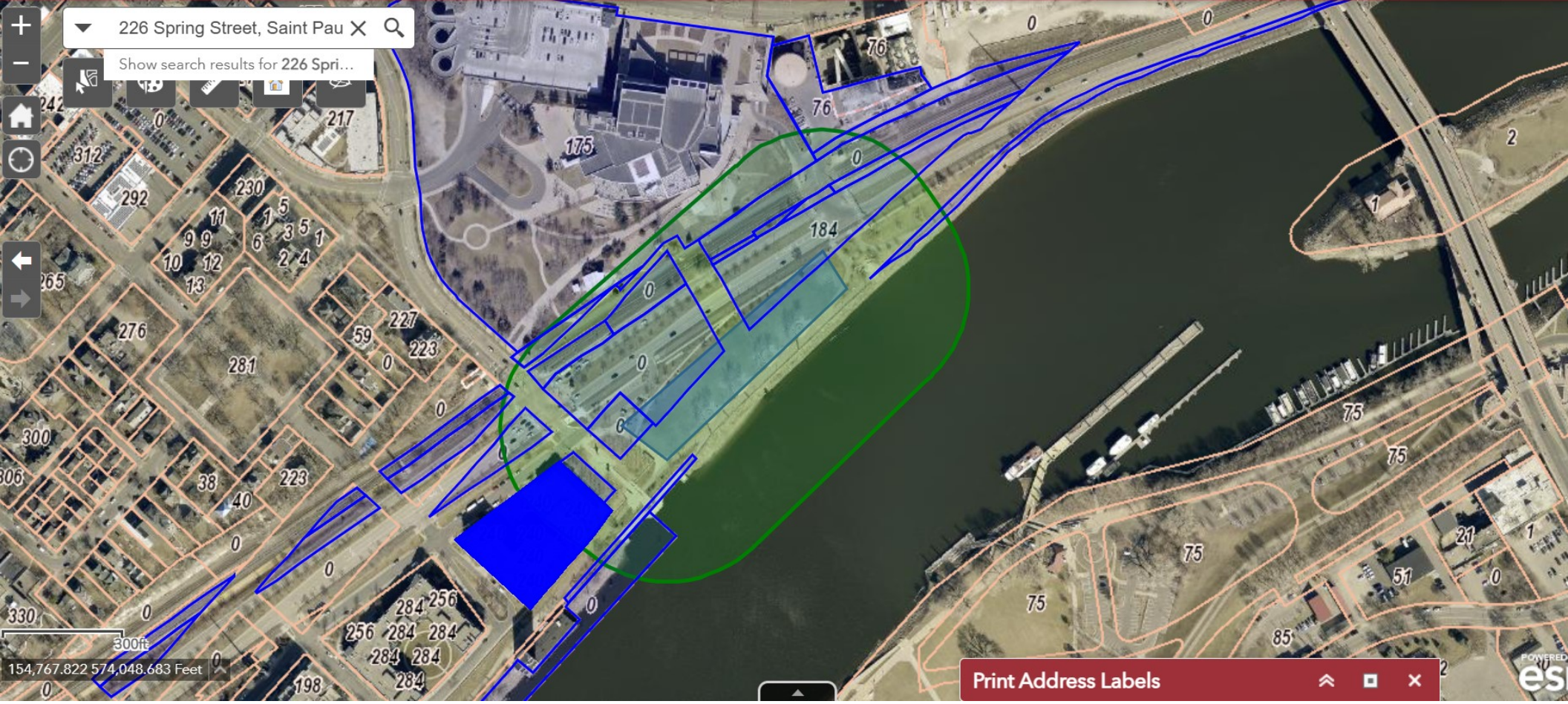
226 Spring Street, Saint Pau
Show search results for 226 Spri...
300ft
154,767.822 574,048.683 Feet
Print Address Labels

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 25, 2025

**NOTICE OF PUBLIC HEARING**
Sound Level Variance
Anderson Race Management – Walk for Water

Dear St. Paul Property Owner:

This is to inform you of a request for a variance from the sound level limitations as indicated in the St. Paul Noise Ordinance (Chapter 283 of the St. Paul Legislative Code). Property owned by you and located near the noise source, may be affected by this variance request. Rental property owners must provide a copy of this notice to all renters or post a copy in a common area of the building so it can be viewed by the occupants.

**Description of Variance:**

**Location:** 226 Spring Street – Upper Landing Park

**Noise Source:** Jennifer Williams, Anderson Race Management Director of Events, has requested a sound level variance, for 100 dBA at no specified distance from the sound source, to present amplified sound with use of a sound system for the Anderson Race Management/Jennifer Williams Walk for Water Event on September 20, 2025 at Upper Landing Park, 226 Spring Street. The applicant has requested a variance for the hours of 8:00 a.m. until 1:00 p.m. on Saturday, September 20, 2025, with a pre-event sound check at 7:45 a.m. for the Walk for Water event. The Department of Safety and Inspections will be recommending the following conditions: 1)The Variance shall be for the requested variance hours of 8:00 a.m. until 1:00 p.m. on Saturday, September 20, 2025, with a pre-event sound check at 7:45 a.m. for an Anderson Race Management, Walk for Water event. 2) All electronically powered equipment used in conjunction with the event shall not exceed 85 dBA at 50 feet from all sound sources during the Walk for Water event. 3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff. 4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 1:00 p.m. on September 20, 2025, the event date.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025 will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

**A public hearing before the City Council on this variance request will be held on**:

Date: Wednesday, September 10, 2025
Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers
After the public hearing, the Council may grant, deny, or modify the variance request.

If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-8137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

| tax-name | tax-address | tax-city |
|---|---|---|
| HOUSING AND REDEV AUTHORITY | 25 4TH ST W 12TH FLR | ST PAUL MN 55102-1634 |
| SOO LINE RAILROAD CO | 120 S 6TH ST FL 7 | MINNEAPOLIS MN 55402-1803 |
| CITY OF ST PAUL PUBLIC WORKS | 25 4TH ST W STE 1500 | SAINT PAUL MN 55102-1966 |
| PORT AUTHORITY OF ST PAUL | 400 WABASHA ST N STE 240 | SAINT PAUL MN 55102-1147 |
| COUNTY OF RAMSEY PUBLIC WORKS | 1425 PAUL KIRKWOLD DR | ARDEN HILLS MN 55112-3931 |
| WILLIAM J NEHRING | 240 SPRING ST # 201 | SAINT PAUL MN 55102-4496 |
| DISTRICT HEATING DEVELOPMENT | 76 KELLOGG BLVD W | ST PAUL MN 55102-1611 |
| KATHERINE E KIRK | 240 SPRING ST UNIT 215 | SAINT PAUL MN 55102-4477 |
| KURT L WILLIAMSON | 240 SPRING ST UNIT 203 | SAINT PAUL MN 55102-4496 |
| MICHAEL A ANDERSEN | 240 SPRING ST UNIT 212 | ST PAUL MN 55102-4497 |
| JACK L MCCOY | 240 SPRING ST UNIT 314 | SAINT PAUL MN 55102-4695 |
| GAIL T KULICK | 335 2ND AVE SW | MILACA MN 56353-1109 |
| WADE THOMAS SWENSON II | 240 SPRING ST # 418 | SAINT PAUL MN 55102-4705 |
| INEZ OLIVA | 240 SPRING ST UNIT 504 | SAINT PAUL MN 55102-4709 |
| MICHAEL C HILBORN | 240 SPRING ST UNIT 329 | SAINT PAUL MN 55102-4698 |
| MARCUS M POPLAWSKI | 240 SPRING ST # 413 | SAINT PAUL MN 55102-4477 |
| FRANCINE HUNTINGTON | 240 SPRING ST UNIT 511 | SAINT PAUL MN 55102-6513 |
| RENEE D ROSE | 240 SPRING ST UNIT 208 | ST PAUL MN 55102-4496 |
| JULIE A GRIFFIN | 240 SPRING ST # 227 | ST PAUL MN 55102-4499 |
| PAUL L BEYTIEN-CARLSON | 240 SPRING ST UNIT 317 | ST PAUL MN 55102-4695 |
| KATHLEEN M SWEENEY | 240 SPRING ST 408 | SAINT PAUL MN 55102-4704 |
| ABHAY R JOSHI | 240 SPRING ST UNIT 423 | SAINT PAUL MN 55102-4708 |
| SALLY TUCKER LICHTENSTEIN | 240 SPRING ST UNIT 315 | SAINT PAUL MN 55102-4695 |
| AMY M SCHULZ | 240 SPRING ST # 204 | ST PAUL MN 55102-4496 |
| MARK MOBERG | 240 SPRING ST UNIT 223 | SAINT PAUL MN 55102-4498 |
| MARY BETH LARSON | 240 SPRING ST UNIT 304 | SAINT PAUL MN 55102-4694 |
| RYAN E CARLSON | 240 SPRING ST UNIT 402 | SAINT PAUL MN 55102-4704 |
| THE MERRIE C SHAGER TRUST | 11018 HOWLAND DR | RESTON VA 20191-4906 |
| DAVID TERNBERG | 240 SPRING ST UNIT 514 | SAINT PAUL MN 55102-4707 |
| BARBARA J LEHN | 240 SPRING ST UNIT 508 | SAINT PAUL MN 55102-4709 |
| LINDA CALVERT | 240 SPRING ST UNIT 318 | SAINT PAUL MN 55102-4695 |
| CHARLES R PAULSON | 240 SPRING ST UNIT 222 | SAINT PAUL MN 55102-4498 |
| DAVID STANLEY TR | 240 SPRING ST # 502 | SAINT PAUL MN 55102-4709 |
| KATHRYN M ASP | 240 SPRING ST UNIT 322 | SAINT PAUL MN 55102-4696 |
| AMY RAHM | 240 SPRING ST UNIT 515 | SAINT PAUL MN 55102-4707 |
| LEAH V STANLEY | 240 SPRING ST # 407 | SAINT PAUL MN 55102-4704 |
| ANDREA S GILATS | 240 SPRING ST UNIT 501 | ST PAUL MN 55102-4709 |
| LAURA HURLEY | 240 SPRING ST UNIT 421 | ST PAUL MN 55102-4708 |
| ANN M WILHELMY | 240 SPRING ST UNIT 417 | SAINT PAUL MN 55102-4705 |
| KEVIN OLSON | 240 SPRING ST UNIT 507 | SAINT PAUL MN 55102-4709 |
| BLIGHTY LLC | 302 MOSSYCUP OAK CT | SPARTANBURG SC 29306-6627 |
| MARY T DORNFELD | 240 SPRING ST UNIT 207 | SAINT PAUL MN 55102-4496 |
| YI TANG | 240 SPRING ST UNIT 412 | SAINT PAUL MN 55102-4706 |

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| KAZIAH JOSIAH | 240 SPRING ST UNIT 206 | SAINT PAUL MN 55102-4496 |
| MARK J HOTTINGER | 240 SPRING ST UNIT 510 | SAINT PAUL MN 55102-4707 |
| THE RAFFERTY CRAYTON TRUST | 240 SPRING ST # 328 | SAINT PAUL MN 55102-4697 |
| ANDREW DOUGHTY | 240 SPRING ST 411 | SAINT PAUL MN 55102-4706 |
| AMBER M REMACKEL | 240 SPRING ST UNIT 202 | SAINT PAUL MN 55102-4496 |
| ALEXIS BLAHA | 240 SPRING ST # 220 | SAINT PAUL MN 55102-4498 |
| REBECCA LYNN KILGORE TR | 20 NORTHFIELD ST | DULUTH MN 55803-1941 |
| ELLEN I LUCAST | 240 SPRING ST UNIT 405 | SAINT PAUL MN 55102-0252 |
| TIMOTHY RICHARD HANLIN | 240 SPRING ST UNIT 221 | SAINT PAUL MN 55102-4498 |
| SUSAN J DEFREITAS | 240 SPRING ST # 219 | ST PAUL MN 55102-4497 |
| KAREN M VORACEK | 240 SPRING ST UNIT 225 | ST PAUL MN 55102-4498 |
| KEVIN J WINEMAN | 240 SPRING ST UNIT 513 | SAINT PAUL MN 55102-4707 |
| CITY OF ST PAUL | 25 4TH ST W # 1000 | ST PAUL MN 55102-1692 |
| CITY OF SAINT PAUL | 15 W KELLOGG BLVD STE 700 | SAINT PAUL MN 55102-1653 |
| CITY OF SAINT PAUL | 25 4TH ST W STE 1000 | ST PAUL MN 55102-1692 |
| C ST P M AND O RY CO | 1400 DOUGLAS STOP 1640 | OMAHA NE 68179-0002 |
| CHICAGO NW TRANSPORT CORP | 1400 DOUGLAS STOP 1640 | OMAHA NE 68179-0002 |
| VOCEMOLA HOLDINGS LLC | 13827 WOOD LN | MINNETONKA MN 55305-1732 |
| SUSAN J DEFREITAS | 240 SPRING ST UNIT 219 | SAINT PAUL MN 55102-4497 |
| IAN HOXWORTH | 256 SPRING ST UNIT 120 | SAINT PAUL MN 55102-4486 |
| WILLIAM E GADEA | 36 KITAJ CT | SACRAMENTO CA 95835-2332 |
| GEORGE MACKEY JR TR | 240 SPRING ST # 401 | SAINT PAUL MN 55102-4704 |
| CHERYL FISHER | 5012 EVELYN BYRD RD | RICHMOND VA 23225-3128 |
| PAUL THOMAS | 240 SPRING ST UNIT 410 | SAINT PAUL MN 55102-4706 |
| ANDREW MONTEZ | 240 SPRING ST 415 | SAINT PAUL MN 55102-4705 |
| VACIELA M MANOS | 240 SPRING ST UNIT 417 | SAINT PAUL MN 55102-4705 |
| KATHLEEN BELL TR | 240 SPRING ST UNIT 319 | SAINT PAUL MN 55102-4695 |
| DANIELLE BEILKE | 5504 HILLSIDE CT | EDINA MN 55439-1218 |
| GREGORY L PAINE | 11325 INTERLACHEN RD | CHISAGO CITY MN 55013-9552 |
| LUCAS PREINER | 240 SPRING ST # 211 | SAINT PAUL MN 55102-4477 |
| DAVID L RIGGS | 240 SPRING ST UNIT 213 | SAINT PAUL MN 55102-4497 |
| CONOR LOFTUS | 432 10TH AVE SW | ROCHESTER MN 55902-2911 |
| CHRISTINE ROGERS | 17125 KENDEL AVE | HASTINGS MN 55033-9337 |
| JACK NILLES | 240 SPRING ST UNIT 512 | SAINT PAUL MN 55102-4707 |
| KIMBERLY A SNUGGERUD | 49 PAUKAA DR | HILO HI 96720-4680 |
| JENNIFER LAFORGIA | 240 SPRING ST UNIT 311 | SAINT PAUL MN 55102-4695 |
| CAMERON FALLAHI | 240 SPRING ST # 404 | SAINT PAUL MN 55102-4477 |
| KAITLYN ANN STAMSON | 240 SPRING ST UNIT 302 | SAINT PAUL MN 55102-4694 |
| TRAVIS BUDISALOVICH | 240 SPRING ST # 518 | SAINT PAUL MN 55102-4707 |
| MARK MOTIVANS | 400 SPRING ST UNIT 401 | SAINT PAUL MN 55102-4451 |
| GAITH SAMIR HIJAZIN | 240 SPRING ST # 306 | SAINT PAUL MN 55102-4694 |
| MARY D MICHALSKI | 240 SPRING ST UNIT 331 | SAINT PAUL MN 55102-4699 |
| RUTH S TAYLOR | 240 SPRING ST UNIT 422 | SAINT PAUL MN 55102-4708 |
| CARL A NASHAN | 368 CAMINO SAN CLEMENTE | SAN CLEMENTE CA 92672-3704 |

| | | |
|---|---|---|
| NADIA SMITH HENNESSY | 240 SPRING ST UNIT 205 | SAINT PAUL MN 55102-4496 |
| MARK JONASSEN | 240 SPRING ST 325 | SAINT PAUL MN 55102-4694 |
| DR ROBERT J BECK | 240 SPRING ST UNIT 210 | SAINT PAUL MN 55102-4497 |
| ANDREW SCHROEPFER TR | 240 SPRING ST UNIT 217 | SAINT PAUL MN 55102-4497 |
| COUNTY OF RAMSEY | 121 7TH PL STE 2200 | SAINT PAUL MN 55101-2146 |
| MADISON M SCHULTE | 240 SPRING ST 303 | SAINT PAUL MN 55102-4694 |
| MARY JANE SCHAAL TR | 151 WINDSOR CT | NEW BRIGHTON MN 55112-3370 |
| VALERIE MCKAY | 6016 W QUESTA DR | GLENDALE AZ 85310-2763 |
| KEVIN W PFEIFFER | 2830 LINDGREN LN | INDEPENDENCE MN 55359-9770 |
| ROSS WIESER | 240 SPRING ST UNIT 226 | SAINT PAUL MN 55102-4498 |
| THOMAS E WELLE TR | 476 LANDSCAPE LN NW | BEMIDJI MN 56601-8753 |
| RACHEL A WOBSCHALL TR | 240 SPRING ST UNIT 313 | SAINT PAUL MN 55102-4695 |
| MARK JONASSEN | 240 SPRING ST 325 | SAINT PAUL MN 55102-4477 |
| TINA VAN ERP | 240 SPRING ST UNIT 301 | SAINT PAUL MN 55102-4694 |
| REBECCA MARIE PFEIFFER | 2830 LINDGREN LN | INDEPENDENCE MN 55359-9770 |
| JOHN W HEBERT TR | 240 SPRING ST # 321 | SAINT PAUL MN 55102-4696 |
| LUKE ABRAHAM ERICKSON | 240 SPRING ST 312 | SAINT PAUL MN 55102-4695 |
| BRUCE HANSON | 240 SPRING ST UNIT 414 | SAINT PAUL MN 55102-4706 |
| HOUSING AND REDEV AUTHORITY | 25 FOURTH ST W # 1100 | SAINT PAUL MN 55102-1634 |
| MSP FLATS LLC | 711 W 46TH ST | MINNEAPOLIS MN 55419-4819 |
| C ST P M AND O RY CO AND SLRC | 501 MARQUETTE AVE S STE 804 | MINNEAPOLIS MN 55402-0530 |
| ANN R HUIDEKOPER | 240 SPRING ST # 214 | SAINT PAUL MN 55102-4477 |
| JUNETTH M LETTNER | 447 NOKOMIS AVE S | VENICE FL 34285-2618 |
| MONICA HARTMANN | 240 SPRING ST UNIT 330 | SAINT PAUL MN 55102-4477 |
| SCOTT L EVERT | 1294 INGERSON RD | ARDEN HILLS MN 55112-4697 |

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 25, 2025

Jennifer Williams
Anderson Race Management
4047 Camberwell Drive N
Eagan, MN 55123

Dear Jennifer Williams:

This is to confirm that our office has received your application for a variance from the city's noise ordinance for a Walk for Water event and that the variance is being processed. The Department of Safety and Inspections has recommended that a variance be issued with conditions.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025, will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

A **public hearing before the City Council on this variance request will be held on:**
Date: Wednesday, September 10, 2025
Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers

After the public hearing, the Council may grant, deny, or modify the variance request.
If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-9137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RES PH 25-194

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RES PH 25-194 | **Type:** | Resolution-Public Hearing | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | (651) 266-9137 | **In Control:** | City Council |
| | | | | **File Created:** | 08/26/2025 |
| **File Name:** | SLV - The Leukemia & Lymphoma Society Inc's Light the Night - PH 9/10/2025 | | | **Final Action:** | |

**Title:** Approving the application of The Leukemia & Lymphoma Society, Inc.; The Leukemia & Lymphoma Society Inc's Light the Night Event, Saturday, September 27, 2025 for a sound level variance in order to present live amplified sound at Harriet Island- 200 Dr Justus Ohage Blvd.

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Noecker | **Enactment Date:** | |
| **Attachments:** | Application, ENS, Map, Owners Notice, Owners List, Letter to Applicant | **Financials Included?:** | |
| **Contact Name:** | Barb | **Hearing Date:** | |
| **Entered by:** | frances.birch@ci.stpaul.mn.us | **Ord Effective Date:** | |

**History of Legislative File**

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File RES PH 25-194**

Approving the application of The Leukemia & Lymphoma Society, Inc.; The Leukemia & Lymphoma Society Inc's Light the Night Event, Saturday, September 27, 2025 for a sound level variance in order to present live amplified sound at Harriet Island- 200 Dr Justus Ohage Blvd.

WHEREAS, Chapter 293 of the Saint Paul Legislative Code was enacted to regulate the subject of noise in the City of Saint Paul; and

WHEREAS, §293.09 provides for the granting of variances from the sound level limitations contained in
§293.07, upon a finding by the City Council that full compliance with Chapter 293 would constitute an unreasonable hardship on the applicant, other persons or on the community; and

WHEREAS, The Leukemia & Lymphoma Society, Inc.; The Leukemia & Lymphoma Society

Inc's Light the Night Event, represented by Kortney Hamm, The Leukemia & Lymphoma Society, Inc ., Executive Director, Upper Plains, who has been designated as the responsible person on the application, has applied for a variance, at a requested sound level limit of 85 dBA at 50 feet from the sound source, to present amplified sound for the Light the Night event on Saturday, September 27, 2025 from 4:00 p.m. until 9:00 p.m.; and

WHEREAS, applicant has requested a variance for the hours of 4:00 p.m. until 9:00 p.m. on Saturday, September 27, 2025 for a “The Leukemia & Lymphoma Society Inc's Light the Night’ Event; and

WHEREAS, if applicant is not granted a variance applicant will not be able to present amplified sound at Harriet Island- 200 Dr Justus Ohage Blvd, Saint Paul MN; and

WHEREAS, the Department of Safety and Inspections has reviewed the application and has made recommendations regarding conditions for the variances. Now, therefore, be it

RESOLVED, that the Council of the City of Saint Paul hereby grants a variance to The Leukemia & Lymphoma Society Inc's, Kortney Hamm, subject to the following conditions:

1) The Variance shall be for the requested variance hours of 4:00 p.m. until 9:00 p.m. on Saturday, September 27, 2025 for a The Leukemia & Lymphoma Society Inc's Light the Night event ; and

2) All electronically powered equipment used in conjunction with the event shall not exceed 85 dBA at 50 feet from all sound sources during the September 27, 2025 event; and

3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff.

4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 9:00 p.m. on September 27, 2025, the event date.

FURTHER RESOLVED, that any violations of the conditions set forth above on the September 20, 2025 date may result in denial of future requests for the grant of a noise variance, in addition to any criminal citation which might issue.

The Leukemia & Lymphoma Society, Inc.; The Leukemia & Lymphoma Society Inc's Light the Night event, represented by Kortney Hamm, has requested an exemption from the sound limitations in Chapter 293.07 in order to present amplified sound, with limitations, from 8:00 a.m. until 1:00 p.m. with a pre-event sound check at 7:45 a.m. on Saturday, September 20, 2025. Chapter 293.09 provides for the granting of variances from the sound level limitations contained in Chapter 293.07.

Was proper notice given? YES - See Attachments

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Docusign Envelope ID: 57AB7487-30C0-4C4F-A87E-12E9783247C6

SAINT PAUL
SAFETY & INSPECTIONS

E: 07.21.2025

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

## Sound Level Variance Application
## Legislative Code Chapter 293 - Noise Regulations

**Application and $178 fee should be submitted a minimum of sixty (60) days prior to the event date to allow ample time for required public notification period and scheduling of a Council public hearing. Applications submitted within sixty (60) days of the event date may not satisfy the processing timeline requirements.**

**1.** *Organization/person seeking variance:* The Leukemia & Lymphoma Society, Inc.

**2.** *Event Name:* The Leukemia & Lymphoma Society, Inc.'s Light the Night

**3.** *Address and physical description of noise source location (Event, Worksite):* Harriet Island- 200 Dr Justus Ohage Blvd, St Paul, MN 55107 at event site

**4.** *Responsible person:* Kortney Hamm *Title:* Executive Director, Upper Plains

**5.** *Telephone:* 262-785-4246 *E-Mail:* kortney.hamm@lls.org

**6.** *Date(s) variance requested:* Saturday, September 27th, 2025

**7.** *Noise source - Time(s) of operation:* 4:00 pm - 9:00 pm

*- Time(s) of pre-event sound check:* 4:00 pm

**8.** *Sound level requested at 50 feet from noise source (dBA/Decibels):* 85 at 50'

**9.** *Mailing address w/zip code:* 1201 15th Street N.W., Suite 410 Washington, D.C. 20005

**10.** *Briefly describe the noise source and equipment involved:* Sound system and speakers for our SL100 stage will be used for opening ceremony, music to play throughout event and small speaker to play quiet music in remembrance area.

**11.** *Describe the steps that will be taken to minimize the noise levels:* I will download the app to measure dBA levels on my phone and consistently make sure the dBA is at the appropriate levels. We will also have AV staff there to monitor equipment and levels.

**12.** *State reason for seeking variance (example - music, announcements, construction, etc.):* Music, announcements, and opening ceremony

**13.** *Maximum number of attendees:* 2000

**14.** *A site diagram & map must be attached showing location of noise source(s), streets, stages, tents, etc.* ***(If there will be amplified sound, indicate location and direction that all speakers will be facing). Multiple locations may require more than one application.***

**15.** *Submit completed application, site diagram/map, and $178 fee to:*

**CITY OF SAINT PAUL**
**DEPARTMENT OF SAFETY AND INSPECTIONS**
**375 JACKSON STREET, SUITE 220**
**SAINT PAUL, MN 55101-1806**

**Signature of responsible person:** DocuSigned by: Kortney Hamm FF13AA848290447... **Date:** 07/17/2025 | 10:58

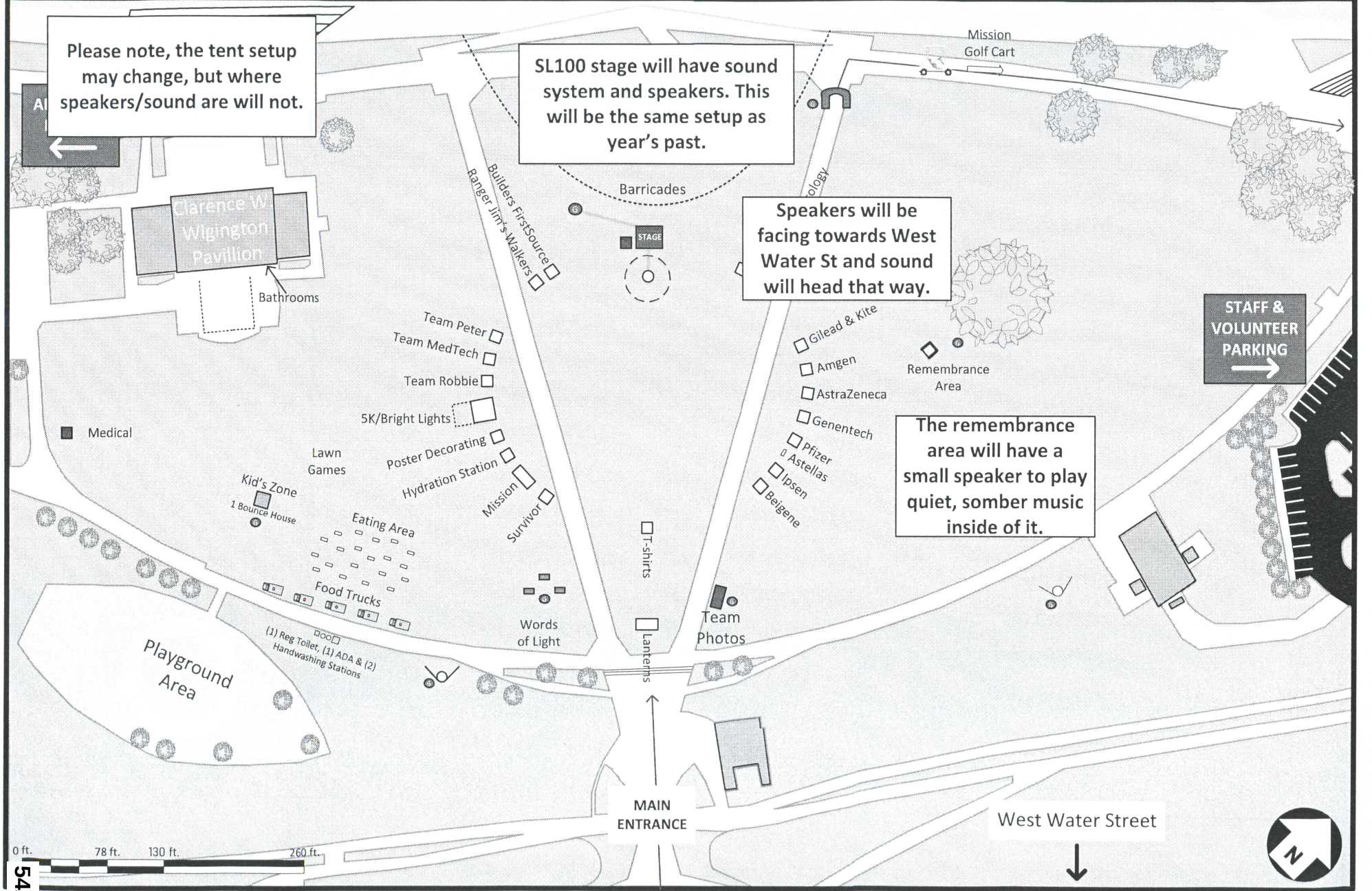
LEUKEMIA & LYMPHOMA SOCIETY | LIGHT THE NIGHT

**Light the Night Twin Cities 2025**
Harriet Island
200 Dr Justus Ohage Blvd,
St Paul, MN 55107
September 27th, 2025

**Key**

| | | | |
|---|---|---|---|
| 10x10 | Medical | Light Tower | |
| 10x20 | Barricades | Words of Light | |
| 20x20 | Toilets | Cable Ramps | |
| Vendor Bringing | Arch | Sidewall | |
| | Dumpster | Generator | |

**PREPARED BY: OP 3 EVENTS**



## Frances Birch

**From:** City of Saint Paul <cityofsaintpaul@public.govdelivery.com>
**Sent:** Thursday, August 14, 2025 3:46 PM
**To:** Frances Birch
**Subject:** Courtesy Copy: Sound Level Variance Application - The Leukemia & Lymphoma Society, Inc.'s Light the Night

**This is a courtesy copy of an email bulletin sent by David Eide.**

**This bulletin was sent to the following groups of people:**

Subscribers of ENS - D3: West Side Citizens Organization (1448 recipients)

---

An application for a sound level variance has been received from The Leukemia & Lymphoma Society, Inc., for their Light the Night event on Saturday, September 27, 2025 from 4:00pm to 9:00pm with a pre-event sound check at 4:00pm. The event will take place at 200 Dr. Justus Ohage Blvd - Harriet Island. Further details on this event will be forthcoming.

---

SAINT PAUL
MINNESOTA

Questions? Contact Us

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RAMSEY COUNTY
Map Ramsey
200 Doctor Justus Ohage Bc
Show search results for 200 Doc...
300ft
153,866.808 574,522.899 Feet
Print Address Labels

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 26, 2025

**NOTICE OF PUBLIC HEARING**

Sound Level Variance

The Leukemia & Lymphoma Society, Inc. – The Leukemia & Lymphoma Society, Inc.'s Light the Night

Dear St. Paul Property Owner:

This is to inform you of a request for a variance from the sound level limitations as indicated in the St. Paul Noise Ordinance (Chapter 283 of the St. Paul Legislative Code). Property owned by you and located near the noise source, may be affected by this variance request. Rental property owners must provide a copy of this notice to all renters or post a copy in a common area of the building so it can be viewed by the occupants.

**Description of Variance:**

**Location:** 200 Justus Ohage Blvd – Harriet Island Regional Park

**Noise Source:** Kortney Hamm, The Leukemia & Lymphoma Society, Inc ., Executive Director, Upper Plains, has requested a sound level variance, for 85 dBA at 50 feet from the sound source, to present amplified sound with use of a sound system for a "The Leukemia & Lymphoma Society Inc's Light the Night" Event on September 27, 2025 at Harriet Island- 200 Dr Justus Ohage Blvd, Saint Paul MN 55107. The applicant has requested a variance for the hours of 4:00 p.m. until 9:00 p.m. on Saturday, September 27, 2025, for a Light the Night event. The Department of Safety and Inspections will be recommending the following conditions: 1) The Variance shall be for the requested variance hours of 4:00 p.m. until 9:00 p.m. on Saturday, September 27, 2025, for a The Leukemia & Lymphoma Society Inc's Light the Night event. 2) All electronically powered equipment used in conjunction with the event shall not exceed 85 dBA at 50 feet from all sound sources during the Light the Night event. 3) The applicant shall monitor the decibel level from the variance approved distance of each noise source and create a report that records the general operating decibel levels within 15 minutes of the start of each performing act and at intervals no greater than 60 minutes apart thereafter. The report shall be made available for viewing by city staff, upon request during the variance or within 30 days thereafter. Applicant shall also conduct a decibel reading during the variance upon request of city staff. 4) All electronically powered equipment, PA systems, loudspeakers or similar devices shall be turned off no later than 9:00 p.m. on September 27, 2025, the event date.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025 will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
Members of the public may view City Council meetings online at https://stpaul.legistar.com/Calendar.aspx or on local cable Channel 18.

**A public hearing before the City Council on this variance request will be held on**:

Date: Wednesday, September 10, 2025
Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers
After the public hearing, the Council may grant, deny, or modify the variance request.

If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-8137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

| tax-name | tax-address | tax-city |
| --- | --- | --- |
| STATE OF MN TRUST EXEMPT | PO BOX 64097 | SAINT PAUL MN 55164-0097 |
| CITY OF ST PAUL | 25 4TH ST W # 1000 | ST PAUL MN 55102-1692 |

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

August 26, 2025

The Leukemia & Lymphoma Society, Inc.
Kortney Hamm
1201 15th Street NW, Suite #410
Washington, D.C. 20005

Dear Kortney Hamm:

This is to confirm that our office has received your application for a variance from the city's noise ordinance for The Leukemia & Lymphoma Society Inc.'s Light the Night event and that the variance is being processed. The Department of Safety and Inspections has recommended that a variance be issued with conditions.

**Submit comments for Public Hearing electronically**. The public may comment on public hearing items in person, in writing or via voicemail. Any comments and materials submitted by 12:00 pm of the day before the meeting, Tuesday, September 9, 2025, will be attached to the public record and available for review by the City Council. Comments may be submitted as follows: Written public comment on public hearing items can be submitted to Contact-Council@ci.stpaul.mn.us, CouncilHearing@ci.stpaul.mn.us, or by voicemail at 651-266-6805. Live testimony will be taken in person in the Council Chambers, and by telephone by registering to speak by noon on the day before the meeting. The registration link is located on the City Council website at www.stpaul.gov/council or https://forms.office.com/g/TD3xN7WHy5.
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Time: 3:30 p.m.
Location: 3rd floor, City Hall Council Chambers

After the public hearing, the Council may grant, deny, or modify the variance request.
If you have questions about the sound level variance, please contact: Barb McMonigal-St.Dennis, Environmental Health Specialist, 651-266-9137, barb.mcmonigal-st.dennis@ci.stpaul.mn.us

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 25-115

**File ID:** RLH TA 25-115 **Type:** Resolution LH Tax Assessment Appeal **Status:** For Discussion

**Version:** 3 **Contact Number:** **In Control:** City Council

**File Created:** 02/20/2025

**File Name:** 686 Edmund Ave **Final Action:**

**Title:** Ratifying the Appealed Special Tax Assessment for property at 686 EDMUND AVENUE. (File No. VB2507, Assessment No. 258806) (Public hearing closed and laid over from April 9, 2025)

**Notes:** Somdy Kong
somkong@hotmail.com
651-206-5573

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** 686 Edmund Ave.Reg Notice 9-5-24.pdf, 686 Edmund Ave.Warning Ltr 10-7-24.pdf **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** mai.vang@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 02/25/2025 | Referred | City Council | 04/09/2025 | | |

**Action Text:** Referred to the City Council due back on 4/9/2025

**Notes:** *If CC cert is issued by April 9, reduce assessment from $5,077 to $2,538 and make payable over 5 years; otherwise approve in full and make payable over 5 years.*

*4/8/25: FOLLOW-UP, no CC cert. approve and payable over 5 years.*

*Somdy Kong, owner, appeared via phone*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor Lisa Martin: Category 2 Vacant Building fee from September 5, 2024. Opened October 4, 2020. Code Compliance Inspection Report on file and active permits. Some garbage complaints, 15 Summary Abatement Orders sent and 3 work orders.*

*Kong: I just pulled the permits as Ms. Martin said. Doing what I can at this time. Right now, I'm working super hard on it and the reason I'm coming here is because there is a lack of funds at this point in time on it. What can I do or is there some source of funding I can apply for? What can I do? I'm trying so hard to get my Code Compliance certificate. Doing what I can to get the building up and running.*

*Moermond: as far as assistance in the rehab, I'd refer you to the Planning and Economic Development department. I don't have anything to do with that. If they don't have anything they may know of other sources. With respect to the Vacant Building fee I can't take into account your financial situation. I can't turn the fee into a subsidy for finishing the rehab. I'd like to give you a chance on this and say your Council Public Hearing is April 9 and it will be in the program 6 months out of the billable year. If you're done by then, I'll recommend it is reduced by half and make it payable over 5 years either way.*

| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | City Council | 04/09/2025 | Laid Over | City Council | 09/10/2025 | Pass |

**Action Text:** Public hearing closed and laid over to September 10, 2025

**Notes:** *Laid over to September 10, 2025 to consider prorating the assessment.*

*Somdy Kong, owner, appeared in person.*

*Marcia Moermond, Legislative Hearing Officer: This is a vacant building fee covering October 5, 2024 - October 5, 2025. My recommendation would have been to cut the assessment in half if work was completed by today. It has not, and so my recommendation is to ratify the whole assessment of $5,077.*

*Council President Noecker: Would we look at prorating if work is done before the October renewal?*

*Moermond: We're 7 months in now. After the 6-month mark, I rarely recommend prorating the assessment.*

*Councilmember Bowie: Can we prorate it at 9 months or later?*

*Moermond: My recommendation is to ratify it in full and make it payable over 5 years. Council has the ability to reduce an assessment. You do not do that outside of exceptional circumstances.*

*Somdy Kong: I don't have the money for this assessment. I pulled my permits and am doing my best. I want to get this done. This is a lot of money for me to handle.*

*Bowie: How far along are you with the work? What is necessary for you to complete that work?*

*Kong: I pulled the permits. I have pictures on my phone. I took down the garage and then went inside the house. I'm trying to do what I can, and saving this money would help with that.*

*Bowie: How much time will it take?*

*Kong: I have until October 5. I want to get done before then. I don't want to have to come back here. I'm shooting for September.*

*Bowie moved to close the public hearing. Approved 7-0.*

*Bowie: Could we revise this to prorate the assessment if he's done in September?*

*Moermond: Council could make that adjustment. My recommendation is to approve the assessment in full. For background, this property went into the vacant building program in October of 2020. A code compliance inspection was performed in 2023. Two building permits have been pulled. One is for interior demolition and the other for building to address code compliance issues. These were both pulled in January of 2025. The report lists five pages of corrections from all the trades areas, and permits are not yet pulled related to four of them. We are looking at being helpful in the future, but at this juncture I do not see work being done soon.*

*Bowie: I move Moermond's recommendation.*

*Councilmember Yang: Moermond, you typically recommend ratifying the full assessment if work isn't done within 6 months, correct? So what is the motion?*

*Moermond: The motions is to accept my recommendation. There was discussion of laying the matter over to September and reexamine it then, but that was never moved.*

*Bowie: I am open to withdrawing my motion to discuss that, if councilmembers feel strongly about it.*

*Yang: If it was a friendly amendment, I would like to prorate this if he finishes the work by September.*

*Bowie: I will change my motion to move that layover.*

*Noecker: Which date in September? I will also note that we would be at the 11-month mark there. We don't usually prorate at that point.*

*Bowie: That would be a prorating it to cut a month off the fee, yes.*

*Yang: I would prefer that, if the work is done by then.*

*Noecker: The motion on the table to accept Moermond's recommendation and ratify the assessment. Is that changing?*

*Bowie: I will withdraw that motion and move to lay this over to September 10, 2025 to prorate the fee if work is done by then.*

*Councilmember Johnson: I will not support that. I don't hear what challenges Kong is facing, and it is important that we be consistent.*

*Noecker: I agree and will not support the motion either. It is inconsistent with what we have done and I don't see a justification for departing from standard practice.*

*Bowie: We have done this in the past, but I understand that it's not consistent with what we usually do.*

| | | |
|---|---|---|
| Yea: | 5 | Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Privratsky |
| Nay: | 2 | Councilmember Noecker, and Councilmember Johnson |

**Text of Legislative File RLH TA 25-115**

Ratifying the Appealed Special Tax Assessment for property at 686 EDMUND AVENUE. (File No. VB2507, Assessment No. 258806) (Public hearing closed and laid over from April 9, 2025)

**AMENDED 4/9/2025**

WHEREAS, the Office of Financial Services Assessment Section has attached to this Council File both a report of completion outlining the costs and fees associated with Collection of Vacant Building Registration fees billed during March 20 to September 24, 2024. (File No. VB2507, Assessment No. 258806) and the assessment roll including all properties for which these assessments are proposed for Council ratification; and

WHEREAS, the City Council's Legislative Hearing Officer has reviewed an appeal of this assessment and developed a recommendation for the City Council with respect to this assessment; and

WHEREAS, a public hearing having been conducted for the above improvement, and said assessment having been further considered by the Council and having been considered financially satisfactory; Now, Therefore, Be It

RESOLVED, that pursuant to Chapter 14 of the Saint Paul City Charter, said assessment is hereby ratified ~~reduced from $5,077 to $2,538~~ and payable over 5 years, as a code compliance certificate was not issued prior to April 9, 2025.

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

September 05, 2024

Somdy Kong
647 Thomas Ave
St Paul MN 55104-2744

Customer #:1578445
Bill #: 1893136

# VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
686 EDMUND AVE
you are required by law to register this building with the Department of Safety and Inspections on the form provided with this letter and to pay the annual Vacant Building registration fee of $4,918.00 . The purpose of this fee is to provide partial reimbursement to the City for administrative costs. This fee is due annually as required in Saint Paul Legislative Code Chapter 43.

The renewal due date for this building is October 05, 2024 . The annual registration fee and the enclosed registration form for this building is due on the renewal date. If you pay by mail, please fill in the enclosed registration form and return it with your payment.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

You may pay this registration fee online by going to online.stpaul.gov and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can found on this letter.
If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

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

You may file an appeal to this fee (unless the fee has been previously appealed) or registration requirements by contacting the City Clerk's Office at (651) 266-8688. Any appeal must be made within ten (10) days of the date of this notice.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All catergory 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a Certificate of Occupancy OR Certificate of Code Compliance prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , Rick Gavin, at 651-266-1910 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Rick Gavin, at 651-266-1910.

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

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: rg
vb_registration_renewal_notice 11/14

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

October 07, 2024

Somdy Kong
647 Thomas Ave
St Paul MN 55104-2744

Customer #: 1578445
Bill #: 1893136

# VACANT BUILDING REGISTRATION FEE
## WARNING LETTER

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is $4,918.00. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

The fee for the vacant building located at 686 EDMUND AVE is now past due. You have fifteen (15) days from the date of this letter to pay this bill before this fee is sent to assessment, to be collected with your property taxes.

DO NOT MAIL CASH

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

The full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

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

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

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

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

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a Certificate of Occupancy OR Certificate of Code Compliance prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Rick Gavin, at 651-266-1910.

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

You may file an appeal to this fee or registration requirements, unless the fee was previously appealed, by contacting the City Clerk's Office by calling (651)266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: rg
vb_warning_letter 2/15

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 25-344

**File ID:** RLH TA 25-344 **Type:** Resolution LH Tax Assessment Appeal **Status:** For Discussion

**Version:** 1 **Contact Number:** **In Control:** City Council

**File Created:** 07/23/2025

**File Name:** 1350 Hague Ave **Final Action:**

**Title:** Amending Council File RLH AR 24-25 to reduce the assessment Collection of Vacant Building Registration fees billed during April 5 to October 20, 2023 at 1350 HAGUE AVENUE. (File No. VB2407, Assessment No. 248806) (Public hearing closed and laid over from August 27, 2025)

**Notes:** Ashley & Bradley Taylor

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** 1350 Hague Ave.email chain 5-13-25.pdf, 1350 Hague Ave.contested email 5-19-25.pdf, 1350 Hague Ave.Reg Notice 9-27-23.pdf, 1350 Hague Ave.Warning Ltr 10-27-23.pdf, 1350 Hague Ave.Minutes.pdf, 1350 Hague Ave.Union Park District Council Letter 8-26-25.pdf, 1350 Hague Ave.Bowie email 8.27.25, 1350 Hague Ave.Alison Schaub email 8.28.25, 1350 Hague Ave.Timeline of Events 8.28.25 **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 08/06/2025 | Continue Public Hearing | City Council | 08/27/2025 | | Pass |

**Action Text:** Public hearing continued to August 27, 2025

**Notes:** *Public hearing continued for 3 weeks.*

*Ashley and Bradley Taylor, property owners, appeared in person*

*Marcia Moermond, Legislative Hearing Officer: This is an unusual circumstance amending a previously ratified vacant building assessment that has been certified to property taxes for 2025. Any reduction adopted by Council would come in the form of a refund. We needed to investigate a possible error in Legislative Hearing. This was a registered vacant building since 2019. There used to be two buildings on the parcel. One was knocked down. The other continued to exist without a use as a vacant building. It needed to be fixed and get its Fire Certificate of Occupancy (FCO) back, and the changes the owner wanted also required a change in use. In 2022, there was work on the property done without permits. The Department of Safety and Inspections (DSI) spoke to the owner about that. In February*

*2024 the change in use documents were submitted to DSI and the vacant building file was closed in March. In the normal course of events, I would ask Council to consider prorating the assessment. The bill was from October 2023 through October 2024 and the building was out in March at 6 months in. Was a mistake made? My finding is no. To treat it as similar cases to those that are timely, you could prorate this amount as a refund, which is my recommendation.*

*Ashley Taylor: We did not own the building until halfway through 2023. We got letters about this, and each time we got one we called, texted, or showed up in-person to DSI. We were told repeatedly that the letter was a mistake by Clint Zane, Nathan Brune, and Matt Dornfeld. We did everything we could and were told to ignore the letter. There may have been confusion. Maybe the inspectors weren't out there in-person and weren't aware. We were told this was a mistake within the system and that it would be pulled off 6 or 7 times. We trusted the inspectors and then saw this $5,000 bill on our taxes two years later in 2025. We would not have just ignored this bill. We developed this property as a community garden under the Hamline Ave bridge.*

*Councilmember Kim: What is your ask?*

*A. Taylor: We want the entire bill removed, since that was what we were told would happen in 2023.*

*Kim: Because Councilmember Bowie is out, I will move to continue the public hearing for three weeks.*

| | | |
|---|---|---|
| Yea: | 5 | Councilmember Yang, Councilmember Kim, Councilmember Jost, Councilmember Johnson, and Councilmember Privratsky |
| Nay: | 0 | |
| Absent: | 2 | Councilmember Noecker, and Councilmember Bowie |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | City Council | 08/27/2025 | Laid Over | City Council | 09/10/2025 | Pass |

**Action Text:** Public hearing closed and laid over to September 10, 2025

**Notes:** *Laid over for two weeks.*

*Ashley and Bradley Taylor, property owners, appeared in person*

*Marcia Moermond, Legislative Hearing Officer: This public hearing was continued from 3 weeks ago, so that Councilmember Bowie could be present for the item. She asked that I summarize the timing of events that led to this fee. That summary is before you and part of the public record. There are copies here for the public as well. The record also includes a letter from the Union Park District Council, which provides a timeline consistent with the record before you. There is commentary that is different from what I would recommend, though. This went into the vacant building program in the late 2010s. An accessory structure on the property was demolished while the warehouse structure remained and was registered as vacant. In 2022 work was done without permits and that was written up. There was then no activity on the property until it was sold in May 2023 on a contract for deed to the current owners, the appellants. The contract's balloon payment is next July for $250,000. Because it's a contract for deed, I don't know if there were different disclosures required for things like vacant building fees. The appellants stated that as soon as they purchased the property, they were receiving letters about the vacant building program. No letters were found that would have been sent in May, June, July, or August of 2023. The first letter would have been sent in September and went to the current owners. It was the annual vacant building registration letter and included the $5,000 fee. It clearly articulated that if it were to be appealed, what the process was for doing that. The bill was not paid and a warning letter was sent the following month, giving an additional 2 weeks to pay the vacant building fee. It contained the same explicit information about appealing. Because it continued to go unpaid, the fee was then sent for processing as a tax assessment at the beginning of December. I think this is where communication got tricky between the owners and staff from the Department of Safety and Inspections (DSI). The owners said that in the fall, they were working with DSI to get permits pulled and talk about getting the property out of the vacant building program. They were told that changing it from being a warehouse to being a doughnut shop was a significant change in use and required a building permit review. All needed items were submitted in February and the property left the vacant building program in March 2024, halfway through the fee period, which began in September. The appellants stated that they asked DSI if they still owed the vacant building fee and were told no. It sounds like they were referencing the fee they were already assessed for, but what DSI heard is that they were asking about a new fee for the next year. In your record are two emails from Clint Zane and Robert Humphrey from DSI stating that they did not indicated the assessed vacant building fee would in any way be forgiven. There were four opportunities for appeal, none of which were taken advantage of: the registration letter, the warning letter, the assessment letter, and then the invoice after the assessment is ratified can be appealed in district court. The $5,000 fee then got added to the 2025 property tax statement.*

*That was when DSI, Bowie's office, and later the Legislative Hearing team received communication from the owners that they thought the assessment was to be deleted. The letter from Union Park District Council talks about responsibility for disclosure of what's required to get out of the vacant building program and even that this is in the vacant building program. All of the registration and assessment letters describe what to do if you have questions, and what is needed for a category 2 registered vacant building, like needing a certificate of code compliance. The appeal mechanism is also a resource for clarity. As for the responsibility for disclosure when buying a property, I don't know what the situation was in the contract for deed but that is a private matter. The seller is reported to buyer that the vacant building fee for the last year was paid. Some things remain unanswered, though I don't think they necessarily impact the decision on the fee. First is that we don't know the permit history, since City systems are down. I also don't have documentation of conversations with inspectors, as those notes are also kept in City systems. The appellants also said there were text messages between DSI staff and the owners. Those haven't been forthcoming. I'm left with two thoughts on this. One is that there was likely a misunderstanding in the question to DSI staff about the fee, though written notices gave many opportunities for resolution. The second is that this is an issue for fairness to other situations. I could not find an error on the City's part, and found no reason to remove the fee. I am recommending that this be reduced by half to account for only being in the vacant building program for 6 months of the fee period, as this is what we do when a vacant building fee is appealed and they are able to leave the program within that time frame.*

*Councilmember Bowie: Is there a requirement of getting out of the vacant building program that requires you to fully pay your bill? Could you have an outstanding balance and be out of the vacant building program?*

*Moermond: The two are not connected.*

*Bowie: Okay.*

*Moermond: The City's goal is same as the owners' to get the work done as quickly as possible, because the fee can go to assessment where there's an assurance that the bill will be paid.*

*Bowie: Are owner's requesting permits made aware of vacant building fees? Are those different processes? The owners seemed successful at getting permits and getting the work done, but they weren't alerted to or understanding of this existing bill.*

*Moermond: The permitting staff are not the same as vacant building staff. Clint Zane heads the team of building inspectors who work with vacant buildings, so that would have been who they were working with. That's who the email is from indicating the conversation about the fee.*

*Bowie: So, they were talking with building officials and not the vacant building team?*

*Moermond: That's what's in the record.*

*Bowie: Is the contract for deed a part of the record? I don't see anything that would show a comprehensive review of what assessments were assigned to the property before purchase.*

*Moermond: The only information I have is that the appellants stated that seller said they paid the vacant building fee for the previous year. I don't have disclosures from the closing.*

*Bowie: So the appellants thought it was already paid. Do we have records of that?*

*Moermond: I do not.*

*Ashley Taylor: We received many letters in 2023 and 2024 and called every time. $5,000 is a lot for a small business, so we would not ignore that. I called DSI multiple times and asked what we needed to do. We talked to Clint Zane, Nathan Bruhn, and Matt Dornfeld about these letters. We read the title, read through the letter of what it was, so I am confused about the miscommunication about what the letter was. We felt like we were clear on the phone about what the letter said and what steps we should take. Had we known we could appeal, we would have. We didn't have the proper direction of how to handle the situation. Every time we called, they told us it was a mistake and that we should ignore the letter, so that's what we did. It was still a little concerning that we kept receiving the letter but we were told to ignore it. It seemed like they were confused every time we called and thought that there was a house still on the property. We explained every time we called that there is not a house on the property, which was demolished years before we bought it. It sounds like the inspectors hadn't*

*even come out to the property and weren't aware of what was happening. I understand how that can create confusion.*

*Bradley Taylor: When we got the first letter, I texted Nathan Bruhn for clarification. He referred me to Clint Zane, who I asked what the letter was. As Ashley said, there was some confusion. I think this was because one of the two buildings on the property was demolished, and that caused the system to be screwed up. He told me not to worry about it. I then thought all was well and that I was to expect a call from him as the work progressed.*

*Bowie moved to close the public hearing. Approved 7-0.*

*Bowie: Where does the reduction you're recommending leave the assessment? Is it $2,500?*

*Moermond: The original assessment was for $5,075. My recommendation is a reduction to $2,537.*

*Bowie: I strongly believe there is a cost to be paid when there is confusion around records and am understanding. Staff's been working hard to clarify these processes and be more transparent. I would like to lay this over for two weeks, in light of what the owners said about emails, texts, and phone calls. Moermond mentioned we were able to track emails, but I want to make sure the owners have time to share and texts or phone calls. So, I'm going to move a two-week layover and close the public hearing.*

*Council President Noecker: We already closed the public hearing, so there wouldn't be an opportunity for additional testimony or submissions unless you reopen it.*

*Bowie: Can information still be shared if the public hearing is closed?*

*Moermond: Can I ask to confirm, did the public hearing close?*

*Shari Moore, City Clerk: Yes.*

*Moermond: In these cases, information could still be shared in writing. There would just not be anymore verbal testimony during a council meeting.*

*Bowie: I think their goal is to share text messages, since they were not presented on record.*

*Moermond: They were not presented.*

*Dan Stahley, Assistant City Attorney: It sounds like you want to keep the public hearing open.*

*Noecker: I think Moermond is saying it can stay closed but we can still accept written documentation. The motion is to lay the item over for two weeks. I will support that, however this seems like a miscommunication and confusion from the property owner, not an error on the City's part. If the property was vacant for 6 months, then that needs to be paid for.*

*Councilmember Johnson: This has been laid over before, and I'm wondering how long we have to decide on this.*

*Moermond: This assessment has already been certified and placed on the 2025 property tax bill. Council's decision would come in the form of a refund. Time isn't as much the nature of this.*

*Johnson: Is the certified amount $5,075 or $2537?*

*Moermond: $5,075.*

*Johnson: I don't know if any of this feedback changes my opinion. We have a vacant building as assessment process. I don't know whether the facts of this case warrant a refund. I won't support a layover because I don't want to keep pushing this back.*

*Bowie: Are you not supporting a reduction by half? You want them to have the full assessment?*

*Johnson: If your motion today is a for a layover, I'm voting no. We need to move this matter forward.*

Yea: 6 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Coleman

Nay: 1 Councilmember Johnson

**Text of Legislative File RLH TA 25-344**

Amending Council File RLH AR 24-25 to reduce the assessment Collection of Vacant Building Registration fees billed during April 5 to October 20, 2023 at 1350 HAGUE AVENUE. (File No. VB2407, Assessment No. 248806) (Public hearing closed and laid over from August 27, 2025)

**AMENDED 8/6/25**

WHEREAS on May 15, 2024, the City Council of the City of Saint Paul adopted Council File No. RLH AR 24-25, said Resolution being the Ratification of Assessment for Collection of Vacant Building Registration fees billed during April 5 to October 20, 2023. (File No. VB2407, Assessment No. 248806); and

WHEREAS, the property at 1350 Hague Avenue, being described as: Boulevard Addition No. 3 Lots 2 & Lot 3 Blk 5, with the property identification number 03-28-23-21-0045 was assessed an amount of $5,075; and

WHEREAS, the Legislative Hearing Officer reviewed this matter on July 15, 2025 under File No. SR 25-88 and recommends reducing the assessment from $5,075 to $2,537; Now, Therefore, Be It

RESOLVED, that the assessment ~~reduction~~ of $5,075, plus any accrued interests, is reduced to $2,537 and the Offices of Financial Services will abate this from the 2025 Property Taxes Statement.

## Mai Vang

**From:** Polly Heintz
**Sent:** Tuesday, May 13, 2025 10:57 AM
**To:** *CI-StPaul_LegislativeHearings
**Subject:** FW: 1350 Hague Ave

Hello Team.
I assume you have never dealt with this property. And that it is indeed too late. Also very complicated, but please confirm that we are not able to help, and I should suggest they consult a lawyer?
I can't make sense out of what is listed in STAMP – seems like there is confusion. Or maybe I am just confused.

**Polly Heintz** (she/her)
**Executive Assistant**
*Ward 1 City Councilmember Anika Bowie*
15 W. Kellogg Blvd. Suite 310-A
Saint Paul, MN 55102
P: 651-266-8610
polly.heintz@ci.stpaul.mn.us
**www.stpaul.gov**
SAINT PAUL
MINNESOTA

---

**From:** Anika Bowie <Anika.Bowie@ci.stpaul.mn.us>
**Sent:** Tuesday, May 13, 2025 10:12 AM
**To:** Bradley Taylor <info@thedonuttrap.com>; Polly Heintz <polly.heintz@ci.stpaul.mn.us>
**Subject:** Re: 1350 Hague Ave

Hey Bradley,

Thanks for bringing this matter directly to us. My team and I will need some time to figure out your options and how to proceed with this VB issue.

Please send any helpful documentation to Polly. Next week would be a better time.

Thanks,

Get Outlook for iOS

---

**From:** Bradley Taylor <info@thedonuttrap.com>
**Sent:** Tuesday, May 13, 2025 10:00 AM
**To:** Anika Bowie <Anika.Bowie@ci.stpaul.mn.us>; Polly Heintz <polly.heintz@ci.stpaul.mn.us>
**Subject:** Fw: 1350 Hague Ave

**Think Before You Click:** This email originated **outside** our organization.

Hi Anika & Polly,

I'm wondering if your team might be available to discuss an issue that we've run into with vacant building charges? See below for more context. I can be available any time later this week or next week if you have a moment to connect.

Thank you,
Bradley Taylor

---

**From:** Ashley Taylor <ashleyraelynnt@gmail.com>
**Sent:** Tuesday, May 13, 2025 9:53 AM
**To:** Bradley Taylor <info@thedonuttrap.com>
**Subject:** Fwd: 1350 Hague Ave

---------- Forwarded message ---------
From: **Ashley Taylor** <ashleyraelynnt@gmail.com>
Date: Fri, May 9, 2025 at 2:18 PM
Subject: Re: 1350 Hague Ave
To: Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>
CC: Clint Zane <Clint.Zane@ci.stpaul.mn.us>, Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>, Matt Dornfeld <matt.dornfeld@ci.stpaul.mn.us>, Steve Magner <steve.magner@ci.stpaul.mn.us>

Hi Robert,

We weren't given your contact info when we called. We were sent to Matt Dornfeld, Clint Zane and Nathan Bruhn. We have text messages between my partner and the inspectors showing that we reached out.

Assessments told us we missed the 'appeal' period which doesn't seem right when we were told to 'ignore the letter' every time we inquired about it. The DSI office told us it was a mistake which was nerve wracking given the large amount of $5K+, but there's nothing further we could have done after being told repeatedly that it would be taken off. My partner even went down there in person to the DSI office to inquire about this letter and was told the same thing.

The assessments office told us that it can be removed if it's brought to the City Council. She said she's seen assessments be removed many times after it's 'certified'. See below from their office:

*If the item has been certified they have missed their appeal period. DSI can complete the required resolutions to have City Council remove it.*

Please let us know who typically starts this process and if we can meet in person at the office in downtown St. Paul to discuss. My partner can be available anytime next week to meet.

Thank you,
Ashley

On Fri, May 9, 2025 at 7:50 AM Robert Humphrey <robert.humphrey@ci.stpaul.mn.us> wrote:

> Dear Ms. Taylor,
>
> I would have never told you that. This matter is closed. Once certified the assessment is in Ramsey County's hands. Literally there is nothing anyone in the City can do to remove this assessment at this late date.
>
> --Robert


**Robert Humphrey**
Vacant Building Project Facilitator
Department of Safety and Inspections
375 Jackson St, Suite 220
Saint Paul, MN 55101
P: 651-266-9123
F: 651-266-1919
robert.humphrey@ci.stpaul.mn.us
www.StPaul.gov


---

**From:** Ashley Taylor <ashleyraelynnt@gmail.com>
**Sent:** Thursday, May 8, 2025 3:05 PM
**To:** Clint Zane <Clint.Zane@ci.stpaul.mn.us>
**Cc:** Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>; Matt Dornfeld <matt.dornfeld@ci.stpaul.mn.us>; Steve Magner <steve.magner@ci.stpaul.mn.us>
**Subject:** Re: 1350 Hague Ave


**Think Before You Click:** This email originated **outside** our organization.


Hello all,

Yes to confirm every time we received a 'Vacant Building' letter the past few years we would call the city. They would tell us that it was a mistake, should no longer be on this property and to just ignore the letter. We called probably 8-10 times every time we received a letter and were told the same thing. As told, we did not worry about it until an assessment was added to our property a few weeks ago for $5,542.

Please advise how this can be removed from assessments. When I called that office they said the city would need to approve for the assessment to be removed.

Thank you,
Ashley Taylor

On Thu, May 8, 2025 at 3:00 PM Clint Zane <Clint.Zane@ci.stpaul.mn.us> wrote:

> Vicki / Matt / Robert,
>
> This is a fun one. Well not so much for the owner. She has owned this property for a couple of years. The VB file is showing finaled. The code compliance issues, per the file were not ever addressed. The home on the property was demolished but a storage building remains. Notes in system say that building and electrical permits are required for compliance and occupancy. No permits have been pulled to clear the storage building. The owner just had VB fee's assessed, which from my standpoint seems correct. But she is claiming that she was told that this was cleared up and is no longer a vacant building. Looking for clarification. Owner is copied here.
>
> Regards,
>
> **Clint Zane**
> **Code Compliance Officer**
> **Building Inspector**
> Department of Safety and Inspections
> 375 Jackson Street, Suite 300
> Saint Paul, MN 55101
> **P:** 651-266-9029
> **C:** 651-248-3860
> Clint.Zane@ci.stpaul.mn.us
>
> Making Saint Paul the Most Livable City in America
>
> ***DSI's Mission: "To preserve and improve the quality of life in Saint Paul by protecting and promoting public health and safety for all."***

## Mai Vang

**From:** *CI-StPaul_LegislativeHearings
**To:** Bradley Taylor
**Subject:** RE: Ratified Assessment Hearing - 1350 Hague Ave St. Paul

**From:** Bradley Taylor <info@thedonuttrap.com>
**Sent:** Monday, May 19, 2025 9:54 PM
**To:** *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
**Subject:** Ratified Assessment Hearing - 1350 Hague Ave St. Paul

You don't often get email from info@thedonuttrap.com. Learn why this is important

Dear Members of the City Council,

I'm writing in regard to the $5,542 vacant building fee that has been assessed on our property at 1350 Hague Ave. We respectfully ask that the council consider removing this fee due to a series of assurances from the Department of Safety and Inspections (DSI) that led us to believe the assessment would not be applied.

We purchased the building in May 2023 and immediately filed for sewer permit, building permit, plumbing permit, gas permit, etc. Shortly afterward we began receiving letters regarding a vacant building fee. We were very concerned since it was for a large dollar amount, so we reached out multiple times to DSI — via phone, text, and even in person — and were repeatedly told it was a mistake. We were advised not to worry about the letters and that no further action was needed on our part. At no point were we informed that we needed to formally appeal or take additional steps.

Over the past two years, we were in contact with several DSI staff, including Matt Dornfeld, Clint Zane, and Nathan Bruhn. We have text message records confirming some of these communications, I even visited the DSI office in person for clarity, where I was again told the issue would be resolved and to ignore the notices.

Despite these consistent reassurances, the fee was unexpectedly certified and added to our property taxes — with no further opportunity to appeal. When we followed up with the assessments office, we were informed that while the official appeal period had passed, the City Council does have the authority to remove assessments in cases like this, where communication was unclear and residents acted in good faith based on the guidance they received.

We're a small, community-focused business and are in the final stages of opening a neighborhood community garden and gathering space on this property. Our goal is to give back to the community, provide a welcoming space for families, and contribute positively to the area. We're just a few weeks away from opening for the summer season and are excited about the role this space can play in the neighborhood.

We hope the council will consider removing this fee given the circumstances and our documented efforts to clarify the situation from the start. We're happy to provide any supporting documentation and testify at the hearing on May 20th. The best number to reach me at is 310-292-1873 or my partner at 218-280-6027.

Thank you very much for your time and consideration.

Warmly,

Bradley Taylor

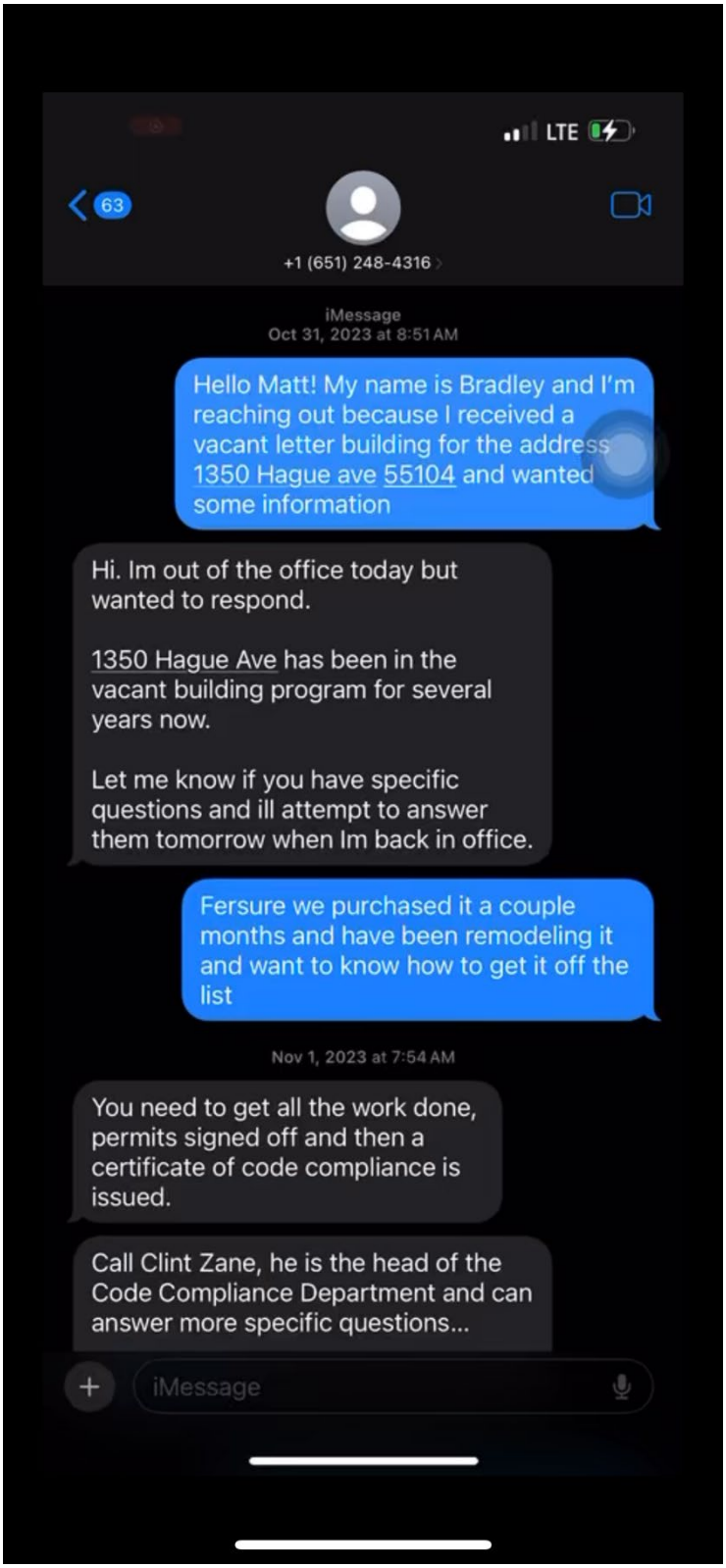
310-292-1873

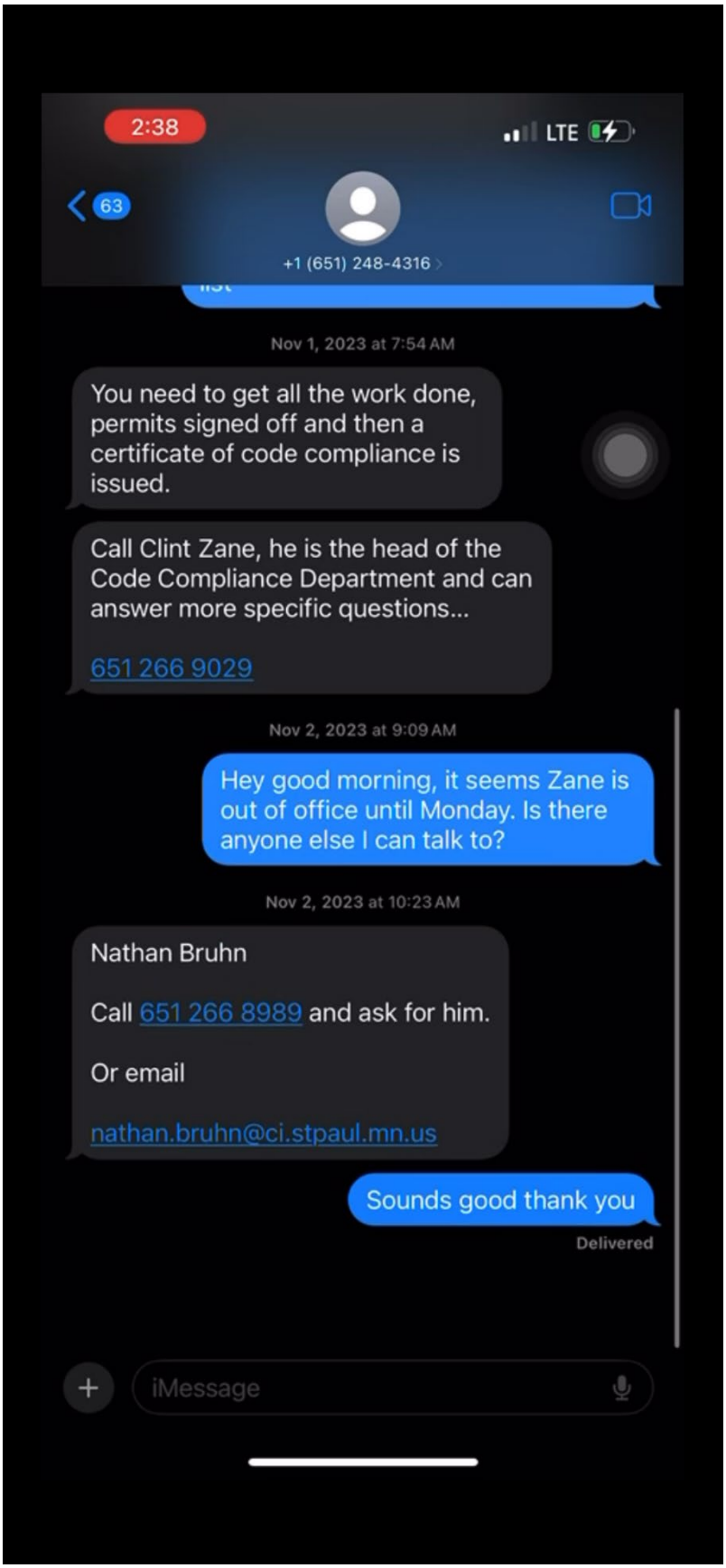
1350 Hague Ave

St. Paul MN 55104

Please see below texts showing we reached out to Matt and called/emailed the other inspectors as well.

Also, see attached permits being pulled immediately after we purchased the building. This building did not sit vacant under our ownership.

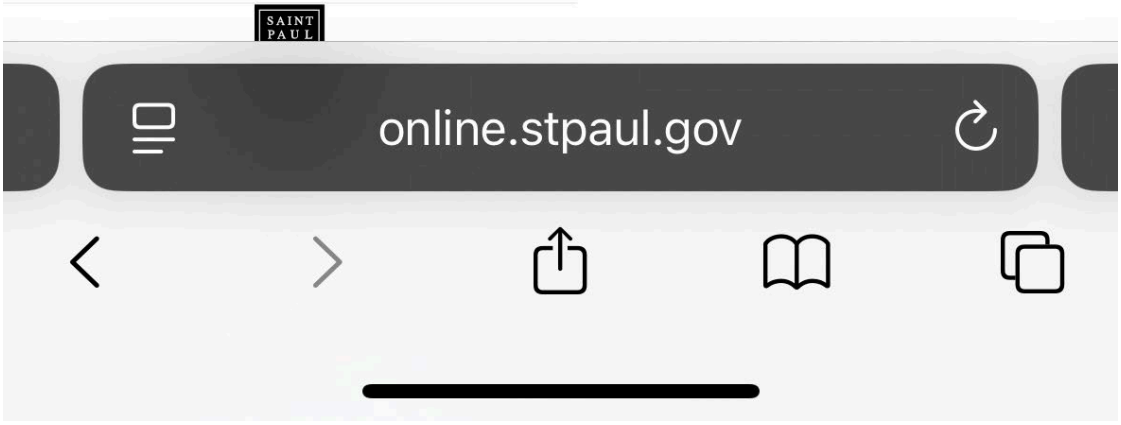

LTE
63
+1 (651) 248-4316
iMessage
Oct 31, 2023 at 8:51 AM
Hello Matt! My name is Bradley and I'm reaching out because I received a vacant letter building for the address 1350 Hague ave 55104 and wanted some information
Hi. Im out of the office today but wanted to respond.
1350 Hague Ave has been in the vacant building program for several years now.
Let me know if you have specific questions and ill attempt to answer them tomorrow when Im back in office.
Fersure we purchased it a couple months and have been remodeling it and want to know how to get it off the list
Nov 1, 2023 at 7:54 AM
You need to get all the work done, permits signed off and then a certificate of code compliance is issued.
Call Clint Zane, he is the head of the Code Compliance Department and can answer more specific questions...
iMessage


2:38
LTE
63
+1 (651) 248-4316
Nov 1, 2023 at 7:54 AM
You need to get all the work done, permits signed off and then a certificate of code compliance is issued.
Call Clint Zane, he is the head of the Code Compliance Department and can answer more specific questions...
651 266 9029
Nov 2, 2023 at 9:09 AM
Hey good morning, it seems Zane is out of office until Monday. Is there anyone else I can talk to?
Nov 2, 2023 at 10:23 AM
Nathan Bruhn
Call 651 266 8989 and ask for him.
Or email
nathan.bruhn@ci.stpaul.mn.us
Sounds good thank you
Delivered
iMessage

| | | | | | |
|---|---|---|---|---|---|
| 20 23 002743 REM 00 B | 1350 HAGUE AVE ST PAUL | Building Permit | | Withdrawn | DETAILS |
| 20 23 057419 RSN 00 SS | 1350 HAGUE AVE ST PAUL | PW Sewer Permit | 2023-06-28 | Finaled | DETAILS |
| 20 23 057422 OBS 00 RW | 1350 HAGUE AVE ST PAUL | PW Right of Way Permit | 2023-06-29 | Finaled | DETAILS |
| 20 23 062536 INS 00 WA | 1350 HAGUE AVE ST PAUL | SPRWS Plumbing Permit | 2023-07-14 | Canceled | DETAILS |
| 20 23 065735 OUT 00 WA | 1350 HAGUE AVE ST PAUL | SPRWS Plumbing Permit | 2023-07-25 | Finaled | DETAILS |
| 20 23 071742 PLB 00 PG | 1350 HAGUE AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-08-14 | Finaled | DETAILS |
| 20 23 082690 EXC 00 RW | 1350 HAGUE AVE ST PAUL | PW Right of Way Permit | 2023-09-18 | Finaled | DETAILS |
| 20 23 083305 PLB 00 PG | 1350 HAGUE AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-09-25 | Finaled | DETAILS |

Showing page 1 of 3


- Previous
- 1
- 2
- 3
- Next

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

September 27, 2023

Patrick Schacherer
451 Wilson St NE
Minneapolis MN 55413

Customer #:1542830
Bill #: 1779770

# VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
1350 HAGUE AVE
you are required by law to register this building with the Department of Safety and Inspections on the form provided with this letter and to pay the annual Vacant Building registration fee of $4,918.00 . The purpose of this fee is to provide partial reimbursement to the City for administrative costs. This fee is due annually as required in Saint Paul Legislative Code Chapter 43.

The renewal due date for this building is October 27, 2023 . The annual registration fee and the enclosed registration form for this building is due on the renewal date. If you pay by mail, please fill in the enclosed registration form and return it with your payment.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

You may pay this registration fee online by going to online.stpaul.gov and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can found on this letter.
If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

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

You may file an appeal to this fee (unless the fee has been previously appealed) or registration requirements by contacting the City Clerk's Office at (651) 266-8688. Any appeal must be made within ten (10) days of the date of this notice.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All catergory 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a Certificate of Occupancy OR Certificate of Code Compliance prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , Matt Dornfeld, at 651-266-1902 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfeld, at 651-266-1902.

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

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: md
vb_registration_renewal_notice 11/14

Also Sent To:

Ashley R Taylor/Bradley Taylor 1434 Sherburne Ave St Paul MN 55104-2413

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

September 27, 2023

Ashley R Taylor/Bradley Taylor
1434 Sherburne Ave
St Paul MN 55104-2413

Customer #:1628576
Bill #: 1779770

# VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
1350 HAGUE AVE
you are required by law to register this building with the Department of Safety and Inspections on the form provided with this letter and to pay the annual Vacant Building registration fee of $4,918.00 . The purpose of this fee is to provide partial reimbursement to the City for administrative costs. This fee is due annually as required in Saint Paul Legislative Code Chapter 43.

The renewal due date for this building is October 27, 2023 . The annual registration fee and the enclosed registration form for this building is due on the renewal date. If you pay by mail, please fill in the enclosed registration form and return it with your payment.

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Saint Paul, MN 55101-1806
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The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All catergory 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

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Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

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If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

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Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: md
vb_registration_renewal_notice 11/14

Also Sent To:

Patrick Schacherer 451 Wilson St NE Minneapolis MN 55413

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

October 27, 2023

Patrick Schacherer
451 Wilson St NE
Minneapolis MN 55413

Customer #: 1542830
Bill #: 1779770

# VACANT BUILDING REGISTRATION FEE
## WARNING LETTER

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is $4,918.00. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

The fee for the vacant building located at 1350 HAGUE AVE is now past due. You have fifteen (15) days from the date of this letter to pay this bill before this fee is sent to assessment, to be collected with your property taxes.

DO NOT MAIL CASH

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

The full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

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

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Saint Paul, MN 55101-1806

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

You may file an appeal to this fee or registration requirements, unless the fee was previously appealed, by contacting the City Clerk's Office by calling (651)266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: md
vb_warning_letter 2/15

Also Sent To:
Ashley R Taylor/Bradley Taylor 1434 Sherburne Ave St Paul MN 55104-2413

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL

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

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

October 27, 2023

Ashley R Taylor/Bradley Taylor
1434 Sherburne Ave
St Paul MN 55104-2413

Customer #: 1628576
Bill #: 1779770

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

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If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Matt Dornfeld, at 651-266-1902.

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Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form
SM: md
vb_warning_letter 2/15

Also Sent To:
Patrick Schacherer 451 Wilson St NE Minneapolis MN 55413

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: SR 25-88

**File ID:** SR 25-88 **Type:** Staff Report **Status:** Archived

**Version:** 1 **Contact Number:** **In Control:** Legislative Hearings

**File Created:** 05/19/2025

**File Name:** 1350 Hague Ave **Final Action:** 07/15/2025

**Title:** Review Request of Ratifying the Appealed Special Tax Assessment for property at 1350 HAGUE AVENUE adopted by Council on May 15, 2024 under File RLH AR 24-25. (File No. VB2407, Assessment No. 248806)

**Notes:** Ashley & Bradley Taylor
ashleyraelynnt@gmail.com
info@thedonuttrap.com
310-292-1873

**Agenda Date:** 07/15/2025

**Agenda Number:** 11

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** 1350 Hague Ave.email chain 5-13-25.pdf, 1350 Hague Ave.Reg Notice 9-27-23.pdf, 1350 Hague Ave.Warning Ltr 10-27-23.pdf, 1350 Hague Ave.contested email 5-19-25.pdf **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** Mai Vang **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 05/20/2025 | Laid Over | Legislative Hearings | 06/10/2025 | | |

**Action Text:** Laid Over to the Legislative Hearings due back on 6/10/2025
**Notes:** *Layover to June 10, 2025 at 9 am (unable to reach PO).*

*Tried calling 11:22 am – rang out and call dropped*

*Moermond: we'll revisit this in 2 weeks as it isn't time sensitive. No ability to leave a Voicemail.*

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 06/10/2025 | Laid Over | Legislative Hearings | 07/15/2025 | | |

**Action Text:** Laid Over to the Legislative Hearings due back on 7/15/2025
**Notes:** *Layover to LH July 15, 2025 at 10 am. Staff to follow up with Building Inspector.*

*Ashley Taylor, owner, appeared via phone*
*Bradley Taylor, owner, appeared*

*Staff report by Supervisor James Hoffman: unpaid Vacant Building fee for October 27, 2023 through October 27, 2024. There was a demo permit pulled for the primary building, and an accessory building remains. Permits pulled for the accessory to become a primary and that's where the confusion was. Typically, when you have a demo permit you have to demo both buildings.*

*Moermond: when was the permit pulled?*

*Hoffman: I don't see one. There was work being done in 2022 without a Code Compliance and it was red tagged in December 2022. Demo permit was pulled September 2018 and finaled October 2018. Main structure was down, but they gave the ok to leave the block structure. I'm seeing a note that because the remaining structure was vacant the property was to remain in the Vacant Building program until something was done with it.*

*Moermond: and this is 2023 through 2024?*

*Hoffman: yes.*

*Moermond: and March of 2024 it sounds like it left the Vacant Building program as a result of a file review versus a permit.*

*Hoffman: correct.*

*Moermond: no permits for change of use, which would normally be a code analysis. Is there a Fire Certificate of Occupancy on this?*

*Hoffman: don't see one. I do see a building permit for a pergola.*

*Moermond: no Certificate of Occupancy. Old one that revoked.*

*Hoffman: change of use was inspected.*

*Ashley Taylor: no Certificate of Occupancy yet, we're working with John Wilder. We've had 2 finaled plumbing inspections. Electrical, mechanical and gas all through the City. We were receiving letters for the Vacant Building charged, called Department of Safety & Inspections multiple times and talked to many people. Bradley even went in person. It sounded like everyone was confused and told us to ignore the letter and it would be taken off. We were sitting next to each other when those conversations were had. We were very surprised to find this out 2 years later. We talked to Matt Dornfeld and Clint Zane multiple times and they just seemed confused. The demo happened before we purchased. We kept being told it was a mistake and would be taken off so didn't think further action was needed. We're very surprised with this assessment, like I said.*

*Moermond: when did you talk to Department of Safety & Inspections? Notes say February 2024, does that sound right?*

*Asha Taylor: 6 to 8 times, fall of 2023. They were phone calls, aside from the one in person. We do have texts from someone for the contact information for 2 other inspectors. That was October/November 2023. We called every time we got a letter or notice. We received the same answer every time we contacted someone one.*

*Moermond: remaining structure remained in the Vacant Building program as of April 23, 2019. March 2024 I can see conversations with Department of Safety & Inspections initiated in February and those were where documents were brought in for change in use. They got you out of the Vacant Building program right after that. Without a Fire Certificate of Occupancy and still having open permits should this have a fee for 2023 through 2024 is the question?*

*What I can see now tells me yes, we should. Having pulled permits isn't the same as being out of the program. If it was being used I can say you should have a Fire Certificate of Occupancy and didn't. What's the timeline for getting this done and having Certificate of Occupancy?*

*Ashley Taylor: hopefully this week. A building inspection and electrical this week. Our confusion is we called multiple Vacant Building inspectors in 2023, what could we have done differently when we feel we were proactive about being in the Vacant Building program and being told it was a mistake?*

*Moermond: honestly, I'm not sure it was a mistake looking at the file. Mr. Hoffman?*

*Hoffman: it is a very unique situation.*

*Bradley Taylor: the first thing Clint Zane said was "oh, this property". That's the same thing he said.*

*Moermond: I'd like more follow up from Mr. Zane on this. What I have in front of me now, I don't know how much assistance I can be. You got double assessments for 2024 to 2025 and 2025 to 2026. I'd like to get a response from Mr. Zane in writing. I want to learn more but I want to be clear where I'm at.*

*Ashley Taylor: I know inspectors have lots of properties but this is our baby, we remember everything. We did our due diligence in 2023 and to be told it was a mistake. If we hadn't been we could have acted at that point, but we were directed to do the opposite. It is frustrating we were directed differently, not just one time but 6 or 7 different times.*

*Moermond: I can tell you that Vacant Building registration forms would have been mailed out and each and every assessment can also be appealed. That would have got you talking to me, which was the fasted way out. You can conversations with staff, but the opportunity to get it squared away didn't happen. I get you say you didn't do anything because you were told it was squared away, but you did get notice of the tax assessment. You didn't appeal because you thought you were getting what you wanted from Department of Safety & Inspections staff, which I think was bad advice but is still representative of the City. We'll look at this again in a month, let's talk July 15th again.*

1 Legislative Hearings 07/15/2025 Received and Filed

**Action Text:** Received and Filed

**Notes:** *Reduce (refund) assessment from $5,077 to $2,537 and make payable over 5 years.*

*Ashley Taylor, owner, appeared via phone*
*Bradley Taylor, owner, appeared*

*Moermond: we should be able to wrap this up today. I just had one more piece of information to look up which is your 2024 property tax statement. The Vacant Building fee isn't appearing on the tax assessment. Did you pay that before it went to Ramsey County? Do you remember?*

*Ashley Taylor: we didn't pay any Vacant Building fee, but we always pay our taxes on time.*

*Moermond: the 2023 – 2024 Vacant Building fee showed up on your 2025 taxes. That's where it went and that's where it is getting paid. Because you got out of the Vacant Building fee March 1, 2024 I'm going to recommend this is prorated to half of what it was before. That's 7 months into 12 months. We'll have to go back and create a resolution to do that. We'll send a letter giving you the dates and resolution. After reviewing a couple of times that's the conclusion I'm coming too based on the magical date you were officially out of the Vacant Building program.*

*Ashley Taylor: $2,500 owed, $2,500 refunded. Is there any way to testify to Council about the whole amount?*

*Moermond: of course, of course. Would it be helpful if they made it payable over 5 years in case you don't get what you're asking for. It does accumulate interest.*

*Ashley Taylor: yeah, that would work.*

**Text of Legislative File SR 25-88**

Review Request of Ratifying the Appealed Special Tax Assessment for property at 1350 HAGUE AVENUE adopted by Council on May 15, 2024 under File RLH AR 24-25. (File No. VB2407, Assessment No. 248806)

WHEREAS on May 15, 2024, the City Council of the City of Saint Paul adopted Council File No. AR 25-23 to ratify the assessment for Collection of Vacant Building Registration fees billed during April 5 to October 20, 2023. (File No. VB2407, Assessment No. 248806); and

WHEREAS, the property at 1350 Hague Avenue, being described as: Boulevard Addition No. 3 Lots 2 & Lot 3 Blk 5, with the property identification number 03-28-23-21-0045 was assessed an amount of $5075; and

WHEREAS, the Legislative Hearing Officer will review this on May 20, 2025 Legislative Hearing to determine her recommendation; Now, Therefore, Be It

RESOLVED, that the reduction of $5075, plus any accrued interests, be forthcoming.

**Cost**: $4918
**Service Charge**: $157
**Total Assessment**: $5075
**Gold Card Returned by**: Ashley & Bradley Taylor
**Type of Order/Fee**: VB fee billed 4/5/23-10/20/23
**Nuisance**: unpaid VB for 10/27/23-10/27/24; Reg Notice sent 9/27/23; Warning Ltr sent 10/27/23. unpaid sent to Assessment 12/3/23
**Work Order #**: 17-208993, Inv #1779770
**Returned Mail?**: No.
**Comments**:
**History of Orders on Property**:

To: Saint Paul City Council

From: Union Park District Council

Re: 46 RLH TA 25-344 Amending Council File RLH AR 24-25
Union Park District Council supports a full refund of 1350 Hague Avenue's Vacant Building fee

Councilmembers,

Union Park District Council supports a full refund of 1350 Hague Avenue's Vacant Building fee to Ashley R Taylor and Bradley Taylor, 1434 Sherburne Ave, St. Paul, MN.

Union Park District Council would first like to express our appreciation for the efforts of several City staff members to find an appropriate process to address Ms. Taylor and Mr. Taylor's situation. We would also like to express our appreciation to Mai Vang, Legislative Hearing Coordinator, and Marcia Moermond, Legislative Hearing Officer, for their comprehensive review, and their efforts to find a resolution for this situation.

Here are 2 ways to think about 1350 Hague:

> Version 1
> -In 2018, one of the two structures located at 1350 Hague was demolished, and the remaining structure was entered into the Vacant Buildings program.
> -The Vacant Building program requires an annual fee, which is due in October.
> -On March 1, 2024, the remaining structure at 1350 Hague was removed from the Vacant Buildings program.
>
> Version 2
> -In May, 2023, two people purchased 1350 Hague Avenue and converted an unoccupied building on this off-the-beaten-path parcel into a new business (and they did it without a subsidy).

In 2023, Ashley Taylor and Bradley Taylor purchased 1350 Hague Avenue. During the closing (but not before), Ms. Taylor and Mr. Taylor were informed by the seller that the building was in St. Paul's Vacant Building program and that the 2023 registration had been paid. The seller did not tell them that there are requirements to get the building removed from the Vacant Buildings program, and that there would be a yearly fee of $5000 until it was removed from the Vacant Buildings program (perhaps because the seller did not fully understand the Vacant Buildings program).

Ms. Taylor and Mr. Taylor immediately began working with the Department of Safety and Inspections (DSI) to restore the building. Their understanding was that 1350 Hague was no longer vacant because they were actively restoring it.

Despite multiple interactions with DSI, no one asked Ms. Taylor nor Mr. Taylor if they understood St. Paul's Vacant Building program, if they understood that the building was still in the vacant buildings program despite the construction activity, if they knew the requirements to get the building removed from the Vacant Buildings

program, or if they knew that they would have to pay a yearly fee of $4,918 until the building was removed from the Vacant Buildings program.

The first time that Ms. Taylor and Mr. Taylor were informed that 1350 Hague Avenue was still in the Vacant Buildings program was the September 27, 2023 Vacant Building Registration Renewal Notice letter. Because Ms. Taylor and Mr. Taylor were not familiar with the Vacant Buildings program and were not aware that their recently purchased property was still in the Vacant Buildings program, they followed the instructions in the letter:

> "If you have questions about this registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfield, at 651-266-1902."

Ms. Taylor and Mr. Taylor were told by DSI staff that the letter was a mistake, not to worry about the letter, and that no further action was needed on their part.

Ms. Taylor and Mr. Taylor received additional letters from DSI. Each time they followed the instructions in the letter to pursue their questions, and each time DSI staff told them that the letter was a mistake, not to worry about the letter, the issue would be resolved, and that no further action was needed on their part.

Union Park District Council finds DSI's failure to follow through (resolve the issue / remove the fee from the system) and failure to provide written follow up with Ms. Taylor and Mr. Taylor very distressing. For them, as for many small-and medium-sized business owners, DSI is the face of the City. DSI's failure to follow through and follow up makes it much harder for St. Paul to attract new and retain existing businesses.

DSI failed to ask Ms. Taylor and Mr. Taylor:

> if they understood St. Paul's Vacant Building program,
> if they understood that the building was still in the vacant buildings program despite the construction activity,
> if they knew the requirements to get the building removed from the Vacant Buildings program; and
> if they knew that they would have to pay a yearly fee of $4,918 until the building was removed from the Vacant Buildings program,

Thus, Union Park District Council finds: 1. DSI's interactions with Ms. Taylor and Mr. Taylor in response to each of the letters sent from DSI, and 2. DSI's failure to ask Ms. Taylor or Mr. Taylor the four (4) essential points of clarification (above), sufficient justification for a full refund of the Vacant Buildings program registration fee effective immediately.

Sincerely,

Sarah Dvorak
Union Park District Council President

**Addendum #1 Timeline**

2018 1350 Hague Avenue had 2 structures.
One of the two structures was demolished,
and the remaining structure was registered in the Vacant Buildings program

2022 Work "done without a Code Compliance and it was red tagged in December 2022."

2023 Ashley Taylor and Bradley Tayor purchase 1350 Hague

May, 2023 Ms. Taylor and Mr. Taylor close on 1350 Hague Avenue.
During the closing (but not before), they were informed by the seller (Patrick) that 1350 Hague was in St. Paul's Vacant Building program and that the 2023 registration had been paid.
The seller did not tell Ms. Taylor and Mr. Taylor that there are requirements that 1350 Hague Avenue would have to meet in order to get removed from the Vacant Buildings program, and that there would be a yearly fee of $5000 until 1350 Hague was removed from the Vacant Buildings program.
It was Ms. Taylor's and Mr. Taylor's understanding that 1350 Hague Avenue was no longer vacant because they would immediately begin renovations.

Ms. Taylor and Mr. Taylor immediately began working with the Department of Safety and Inspections (DSI) to restore the building. Despite multiple interactions with DSI, no one asked Ms. Taylor or Mr. Taylor if they understood St. Paul's Vacant Building program, if they understood that 1350 Hague Avenue was still in the vacant buildings program despite the construction activity, if they knew the requirements to get 1350 Hague removed from the Vacant Buildings program, or if they knew that they would have to pay a yearly fee of $4,918 until 1350 Hague was removed from the Vacant Buildings program.

September 27, 2023 Vacant Building Registration Renewal Notice

from Steve Magner, Manager of Code Enforcement, also identified as the Vacant Buildings Program Manager, Department of Safety and Inspections,
to Patricia Schacherer, 451 Wilson Street NE, Minneapolis, MN,
also sent to Ashely R Taylor/Bradley Taylor, 1434 Sherburne Ave, St. Paul, MN:

> "If you have questions about this registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfield, at 651-266-1902."

[UPDC comment #1: The Vacant building registration fee was for
October 27, 2023 – October 27, 2024.]

[UPDC comment #2: The letter does not state whether 1350 Hague Avenue is a
Category 1, Category 2, or Category 3 Vacant Building.
(Based on the fee, one could infer that it was a Category 2 or Category 3 Vacant Building.) ]

[UPDC comment #3: It was not until this letter that Ms. Taylor and Mr. Taylor were informed that 1350 Hague Avenue was still in the Vacant Buildings program. At no time did anyone explain the requirements to get 1350 Hague Avenue removed from the Vacant Buildings program.
Because Ms. Taylor and Mr. Taylor were not familiar with the Vacant Buildings program and were not aware that their recently purchased property was still in the Vacant Buildings program, they followed the instructions in the letter:

> "If you have questions about this registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfield, at 651-266-1902."

Ms. Taylor and Mr. Taylor were told by DSI staff that the letter was a mistake, not to worry about the letter, and that no further action was needed on their part.]

October 27, 2023 Vacant Building Registration Fee Warning Letter

from Steve Magner, Manager of Code Enforcement, also identified as the Vacant Buildings Program Manager, Department of Safety and Inspections,
to Patricia Schacherer, 451 Wilson Street NE, Minneapolis, MN,
also sent to Ashely R Taylor/Bradley Taylor, 1434 Sherburne Ave, St. Paul, MN:

"If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Matt Dornfield, at 651-266- 1902."

[UPDC comment #1: Because Ms. Taylor and Mr. Taylor had been told that the September letter was a mistake and that no further action was needed on their part, they followed the instructions in the letter:

"If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Matt Dornfield, at 651-266- 1902."

Ms. Taylor and Mr. Taylor were again told by DSI staff that the letter was a mistake, not to worry about the letter, and that no further action was needed on their part.]

March 1, 2024 DSI removed 1350 Hague from the Vacant Buildings program.

May 19, 2025 email from Bradley Taylor to Legislative Hearings Officer stated:

"We purchased the building in May 2023 and immediately filed for sewer permit, building permit, plumbing permit, gas permit, etc. Shortly afterward we began receiving letters regarding a vacant building fee. We were very concerned since it was for a large dollar amount, so we reached out multiple times to DSI — via phone, text, and even in person — and were repeatedly told it was a mistake. We were advised not to worry about the letters and that no further action was needed on our part. At no point were we informed that we needed to formally appeal or take additional steps."
"I even visited the DSI office in person for clarity, where I was again told the issue would be resolved and to ignore the notices."

June 10, 2025 Legislative Hearing

Present: Marcia Moermond, Legislative Hearing Officer
James Hoffman, Supervisor, Department of Safety and Inspections
Ashley Taylor (by phone)
Bradley Taylor

Ashley Taylor: "We called every time we got a letter or notice. We received the same answer every time we contacted someone."
"Our confusion is we called multiple Vacant Building inspectors in 2023, what could we have done differently when we feel we were proactive about being in the Vacant Building program and being told it was a mistake."

July 15, 2025 Legislative Hearing

Present: Marcia Moermond, Legislative Hearing Officer
Ashley Taylor (by phone)
Bradley Taylor

August 6, 2025 City Council public hearing

| | |
|---|---|
| **From:** | Anika Bowie |
| **To:** | Leah Timberlake Sullivan; CouncilHearing (CI-StPaul); #CI-StPaul_Ward1; #CI-StPaul_Ward4 |
| **Cc:** | Sarah Dvorak; The Morrows; Dean Cummings; Reece Johnson; info@thedonuttrap.com |
| **Subject:** | Re: Letter Re: Donut Trap Appeal for Vacant Building Fee at 1350 Hague Ave |
| **Date:** | Wednesday, August 27, 2025 6:55:12 AM |

Hello Leah,

Thank you for your advocacy on this legislative hearing item and providing a comprehensive overview and timeline of the series of events. Also, to Ashley and Bradley Taylor, you both have been gracious, responsive, and very positive in this process. Your concerns as small community business owners are taken seriously and I really appreciate your patience as we seek to resolve this manner.

Unfortunately and fortunately, I was out of the office for the August 6th council meeting as I was getting married and hosting family from out of state that week. Earlier that week, I instructed my legislative aide Biftu to assist you with any questions about the process and directed the legislative hearing officer Mormoud to lay over this LH item to this week, to grant more time for the ward office to take action.

Since I've been back in the office, I have reviewed the notes from the call with the legislative aide, received a briefing with the hearing officer, watched the public hearing testimony, and obviously received DC letter of support. The public hearing is still open for community members to submit public comments. Our meeting will be it's usually time 3:30 pm in the chambers where council makes it's decision.

Thank you again for your patience,
Get Outlook for iOS

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**From:** Leah Timberlake Sullivan <leah@unionparkdc.org>
**Sent:** Tuesday, August 26, 2025 10:25:40 AM
**To:** CouncilHearing (CI-StPaul) <CouncilHearing@ci.stpaul.mn.us>; #CI-StPaul_Ward1 <Ward1@ci.stpaul.mn.us>; #CI-StPaul_Ward4 <Ward4@ci.stpaul.mn.us>
**Cc:** Sarah Dvorak <sarahd@unionparkdc.org>; The Morrows <mcemorrow@comcast.net>; Dean Cummings <deanpcummings@gmail.com>; Reece Johnson <reece@unionparkdc.org>; info@thedonuttrap.com <info@thedonuttrap.com>
**Subject:** Letter Re: Donut Trap Appeal for Vacant Building Fee at 1350 Hague Ave

**Think Before You Click:** This email originated **outside** our organization.

Attention City Council,

Please see attached letter regarding the Donut Trap's appeal for vacant building fee at 1350 Hague Ave.

Thank you,
Leah

--
**Leah Timberlake Sullivan**
**Executive Director**
**Union Park District Council**
**1600 University Ave W Ste 301 | Saint Paul, MN 55104**
**651-645-6887 | unionparkdc.org**

*"Many Neighborhoods, One Community"*

**From:** Lex-Ham Staff
**To:** *CI-StPaul_Contact-Council
**Subject:** 46 RLH TA 25-344 Amending Council File RLH AR 24-25
**Date:** Thursday, August 28, 2025 10:52:00 AM
**Attachments:** Letter re Donut Trap.docx.pdf

---

You don't often get email from lexham@lexham.org. Learn why this is important

The Lexington-Hamline Community Council fully supports the Union Park District Council letter and position regarding a full refund of 1350 Hague Avenue's Vacant Building fee to Ashley R
Taylor and Bradley Taylor, 1434 Sherburne Ave, St. Paul, MN (letter attached).

Thank you for your time and consideration.

-Alison Schaub

--
Alison Schaub, Executive Director
**Lexington-Hamline Community Council**
1168 Selby Avenue
Saint Paul, MN 55104
763.393.7043 phone

Please consider a donation today!

The purpose of the Lexington-Hamline Community Council is to improve the quality of life and bring about positive change in the Lexington-Hamline neighborhood of St. Paul, MN.

# 1350 HAGUE AVENUE

## TIMELINE OF EVENTS REGARDING VACANT BUILDING FEE ASSESSMENT REVIEW

| | CITY ACTIONS / DOCUMENTS | OWNER TESTIMONY |
|---|---|---|
| **2018** | Demo of 1 of 2 buildings on parcel – accessory structure remains | |
| **2019**: Apr 23 | Building enters Vacant Building Program. No permitted work until late 2023 | |
| **2022** | Work done on property without permits | |
| **2023**: May 22 | Property sells on Contract for Deed to Bradley Taylor & Ashley Taylor | Indicate they immediately received VB bills and contacted DSI. No VB fee outstanding unless for previous year. |
| 2023: Sept 27 | VB registration and annual bill sent for Oct 2023-Oct 2024 to current tax owner & NOT APPEALED | |
| 2023: Oct 27 | VB registration ***warning*** letter and annual bill sent for Oct 2023-Oct 2024 to current tax owner & NOT APPEALED | Indicate conversations were had with DSI (Matt Dornfeld, Clint Zane and Robert Humphrey) who said to ignore the bill. Say there were text messages-none provided. |
| 2023: Dec 3 | VB fee sent from DSI to Real Estate to be processed as assessment | |
| 2023: late in yr | Conversations with DSI | Robert Humphrey & Clint Zane email 5/8 & 5/9 that no such conversations were had. |
| **2024**: Feb | Change in Use documents submitted to DSI | Ongoing conversations & documentation with DSI |
| 2024: Mar | Building released from VB Program | |
| 2024: Mar | VB fee assessment letter sent to current tax owner & NOT APPEALED | |
| 2024: Mar | VB File Closed | Per instruction of Steve Magner |
| 2024: Apr 2 | Legislative Hearing on Assessment NO SHOW | |
| 2024: May 25 | Council Public Hearing on Assessment NO SHOW | |
| 2024: Early June | Invoice of Assessment Mailed. NO APPEAL to District Court. | |
| 2024: Oct | VB bill ***would have been sent if*** still in program | |
| 2025: May 8 | Clint Zane email indicating fee should not be decreased in his view | |
| **2025**: May 20 | LH conducted. No answer in calls to owner. LO to 6/10 | |
| 2025: May 13 | Owner emails CM Bowie on matter & Bowie responds | |
| 2025: June 10 | 2nd LH conducted | |
| 2025: Aug | Assessment reviewed after certification | |

LHO unanswered questions: 1) when were permits finaled and Fire C of O issued; 2) are there documented conversations with building, electrical or other trades inspectors (texts owner can provide); 3) what is the history of VB assessment payment.

Looks like misunderstanding of question being asked and answered.

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-8

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RSA 25-8 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 7 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 934 ASHLAND AVENUE, UNIT 1. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 934 Ashland Ave Unit 1.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934 Ashland Ave Units 1 & 5.LH Scheduling Ltr-HJC.6-24-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 &942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave- Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email

**Financials Included?:**

from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:** **Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed*

*rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are*

*widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The*

*renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I*

*started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the*

*basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to*

*find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran:  And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room*

*situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called*

*Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented*

*here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-8**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

RECEIVED
JUN 11 2025
CITY CLERK

***We need the following to process your appeal:***

- X **$25 filing fee (non-refundable (payable to the City of Saint Paul**
- X **Copy of the Department of Safety & Inspections Determination Letter**
- * **Attachments you may wish to include** **attachments will be forthcoming*
- X **This appeal form completed**
- __ **Walk-In** X **Email** __ **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m.

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 934 Ashland Ave #1 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Jill Ackerman | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Jill Ackerman 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*

Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year 2019 | Current Year 2024 |
|---|---|---|
| 1. **Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| 2. **Operating Expenses** | $ 69,974 | $ 116,500 |
| 3. **Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| 4. **CPI** [Annual Average CPI] | 250.106 | 299.852 |
| 5. **Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| 6. **Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| 7. **Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| 8. **Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year (2019)** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.
http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

**Owner Performed Labor – Base Year**

| Date | Hours | Hourly Rate | Units Impacted | Type of Work |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Owner Performed Labor – Current Year**

| Date | Hours | Hourly Rate | Units Impacted | Type of Work |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

_____

_____

_____

_____

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
|---|---|
| James Poradek; Abigail Hanson; Emily Curran<br>Name | Name |
| 275 East 4th Street, Suite 590<br>Postal Address | Postal Address |
| Saint Paul / MN / 55101<br>City / State / Zip Code | City / State / Zip Code |
| 651-391-8393<br>Telephone Number | Telephone Number |
| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

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| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

_____
Plaintiff / Petitioner (first, middle, last)

and

_____
Defendant / Respondent (first, middle, last)

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(Minn. Gen R. Prac 104(a))

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ATTORNEY FOR PLAINTIFF/PETITIONER

James Poradek; Abigail Hanson; Emily Curran
Name

275 East 4th Street, Suite 590
Postal Address

Saint Paul | MN | 55101
City | State | Zip Code

651-391-8393
Telephone Number

jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org
Email Address

Poradek: 0290488; Hanson: 0402944; Curran: 0506150
Minnesota Attorney License Number

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Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

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Plaintiff / Petitioner (first, middle, last)

and

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Defendant / Respondent (first, middle, last)

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James Poradek; Abigail Hanson; Emily Curran
Name

275 East 4th Street, Suite 590
Postal Address

Saint Paul | MN | 55101
City | State | Zip Code

651-391-8393
Telephone Number

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Minnesota Attorney License Number

ATTORNEY FOR DEFENDANT/RESPONDENT

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_____ | _____ | _____
City | State | Zip Code

_____
Telephone Number

_____
Email Address

_____
Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

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DEFENDANT/RESPONDENT, Self-represented

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**State of Minnesota** **District Court**

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

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PLAINTIFF/PETITIONER, Self-represented

Name

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Name

Postal Address

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(Attach additional sheets for additional attorneys/parties)

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**State of Minnesota** **District Court**

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

_____
Plaintiff / Petitioner (first, middle, last)

and

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ATTORNEY FOR PLAINTIFF/PETITIONER

James Poradek; Abigail Hanson; Emily Curran
Name

275 East 4th Street, Suite 590
Postal Address

Saint Paul | MN | 55101
City | State | Zip Code

651-391-8393
Telephone Number

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ATTORNEY FOR DEFENDANT/RESPONDENT

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PLAINTIFF/PETITIONER, Self-represented

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Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

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| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

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DEFENDANT/RESPONDENT, Self-represented

Name

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Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

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PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Jill Ackerman and Vincent Cornell 934 Ashland Ave Units 1 and 5
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 934 Ashland Ave, Units 1 and 5.

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

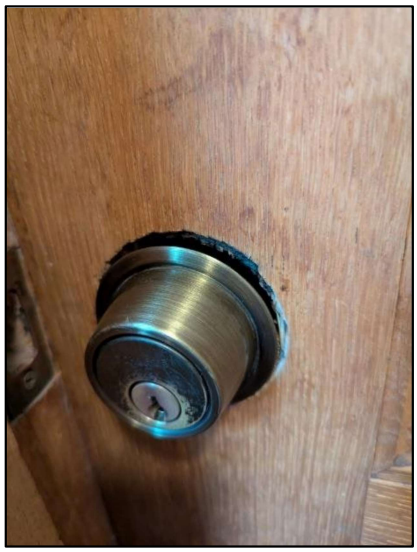
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

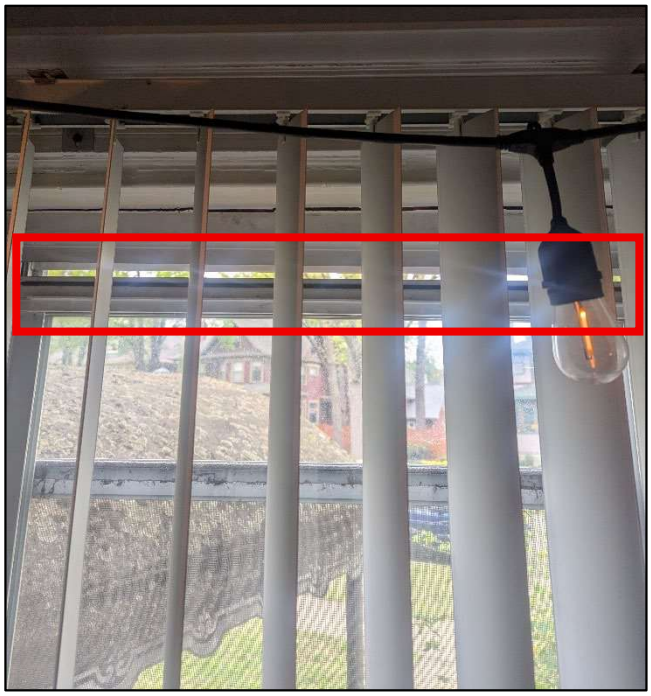


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

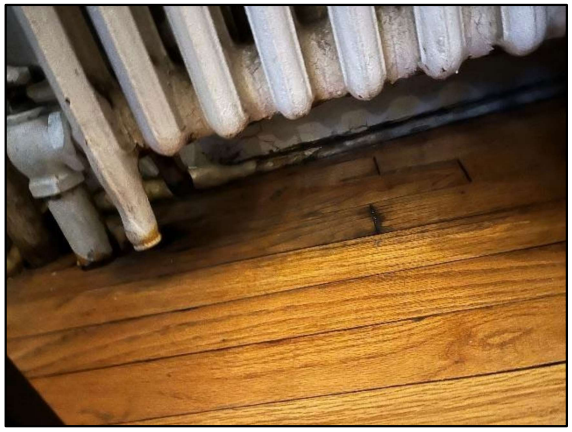
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

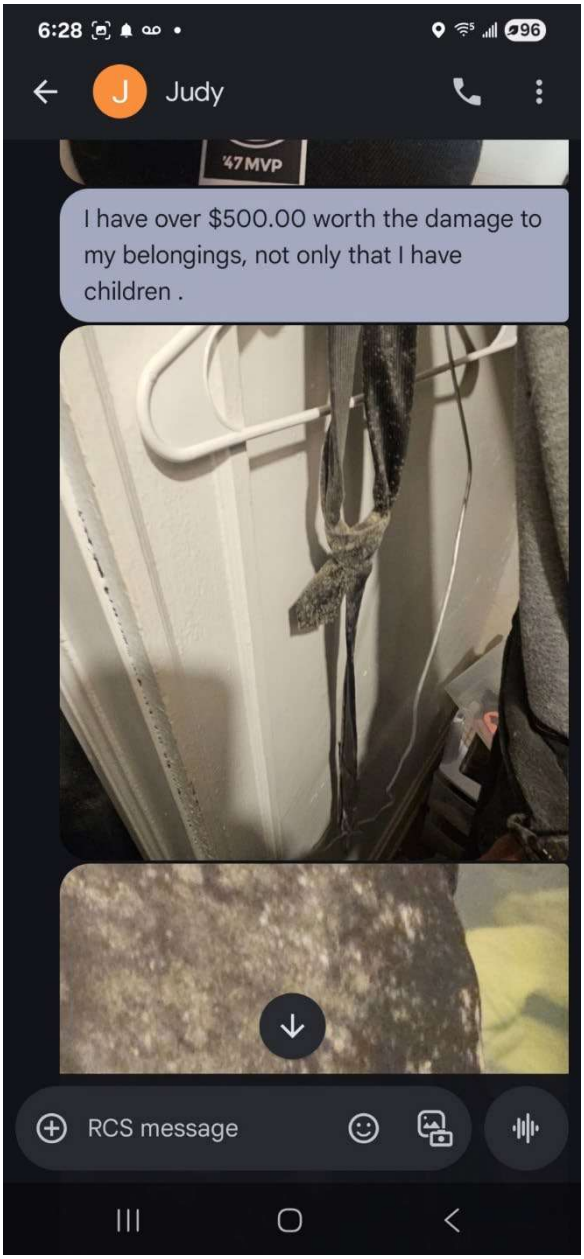


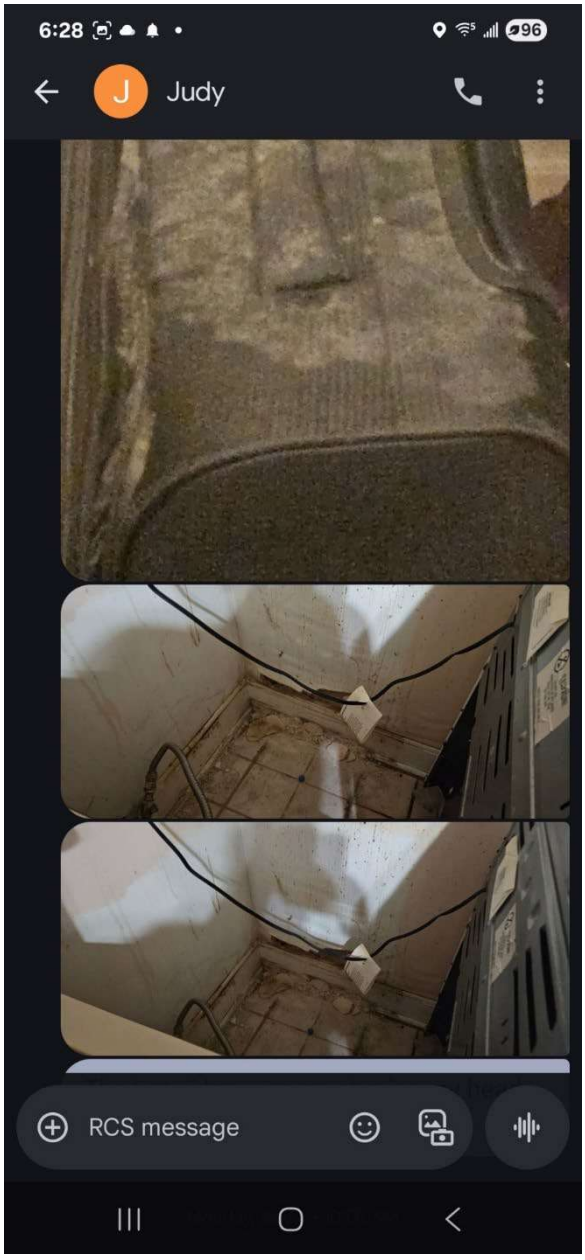
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

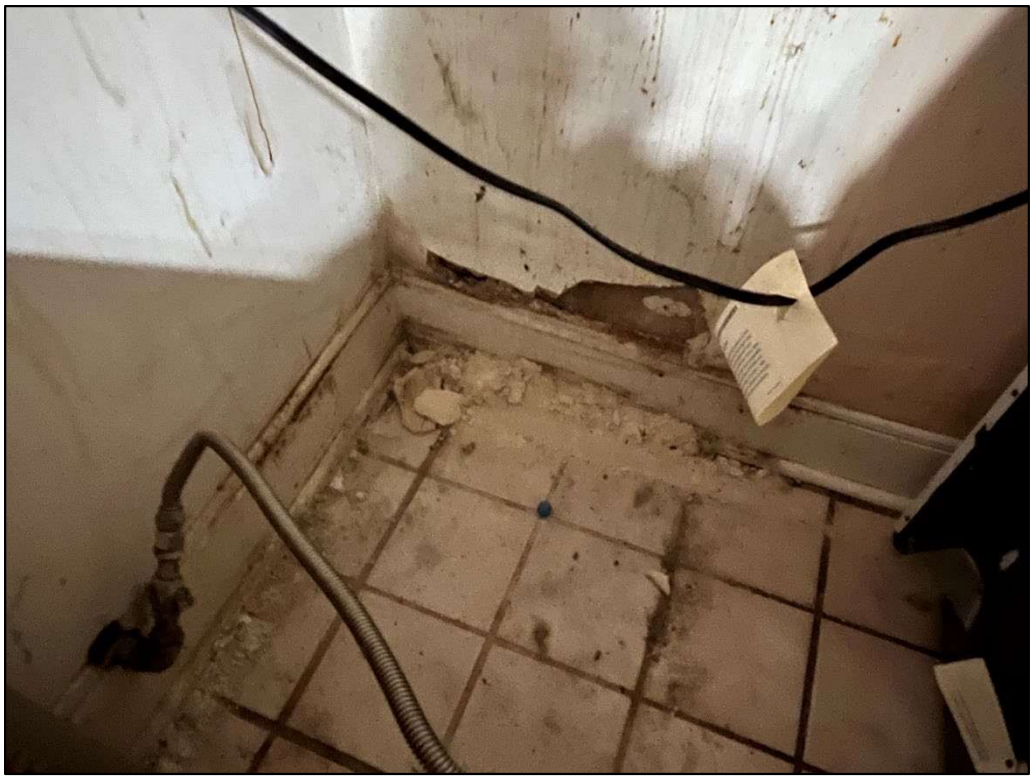

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











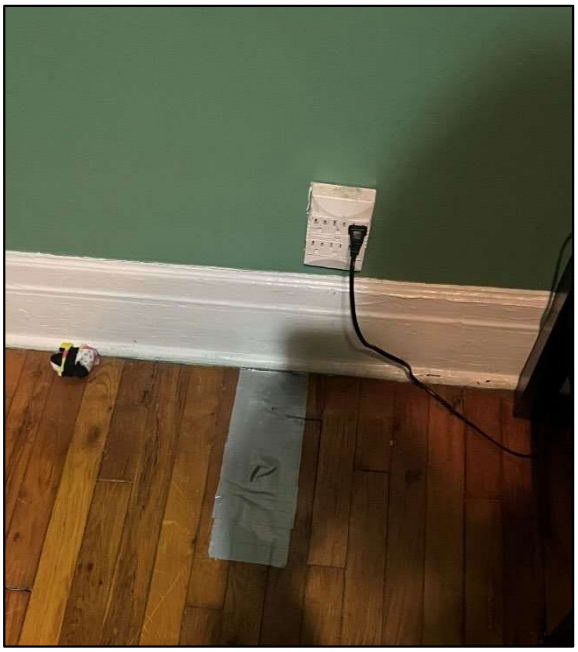


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







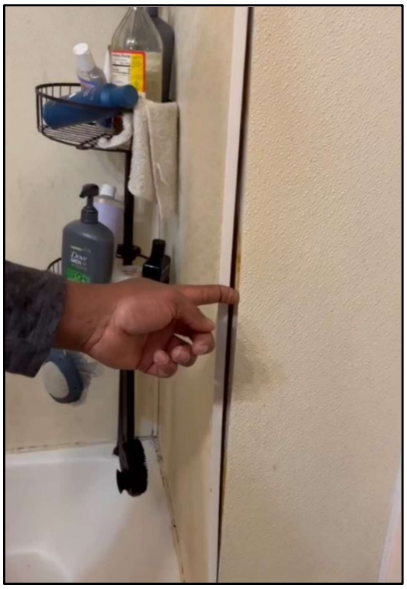


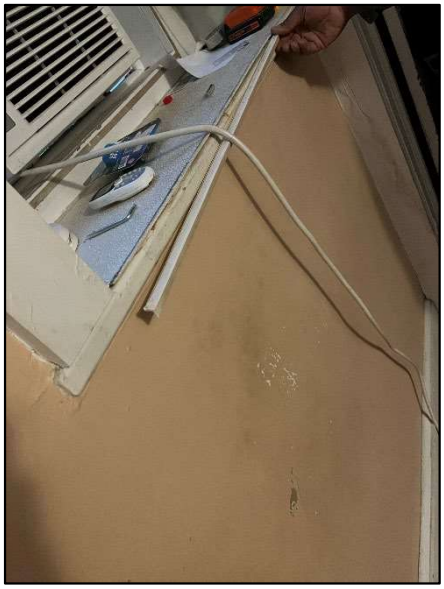




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

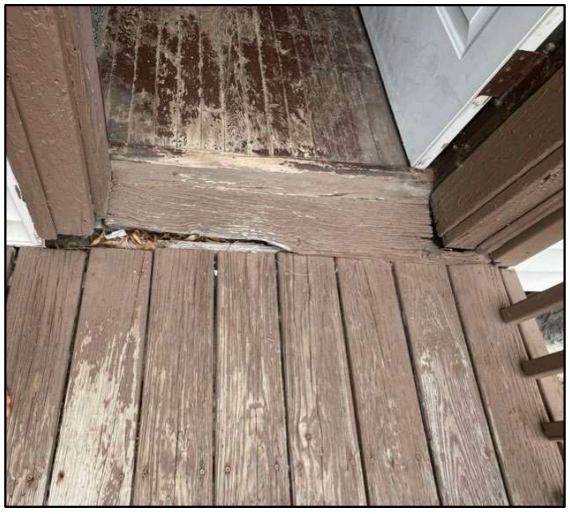
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

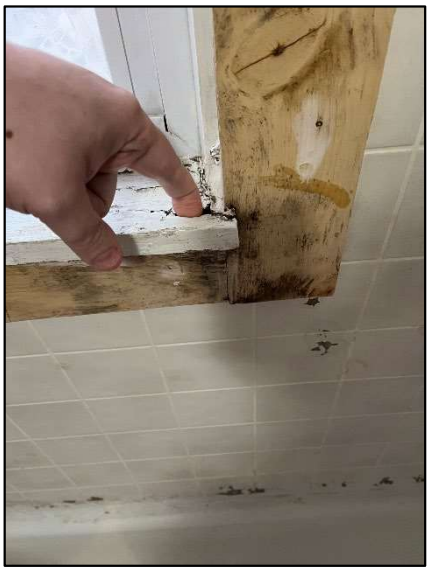
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





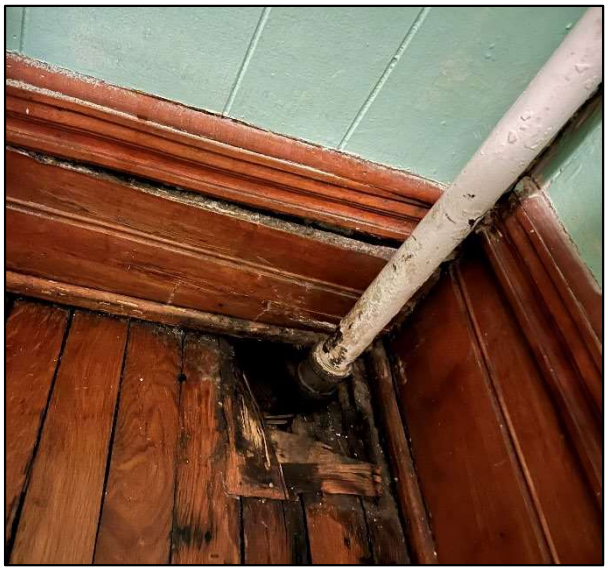
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

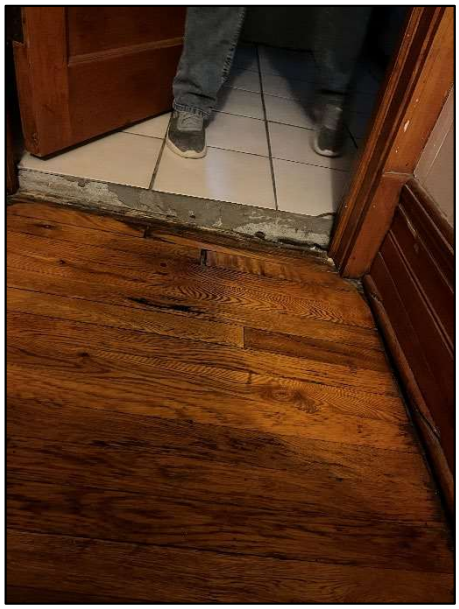






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





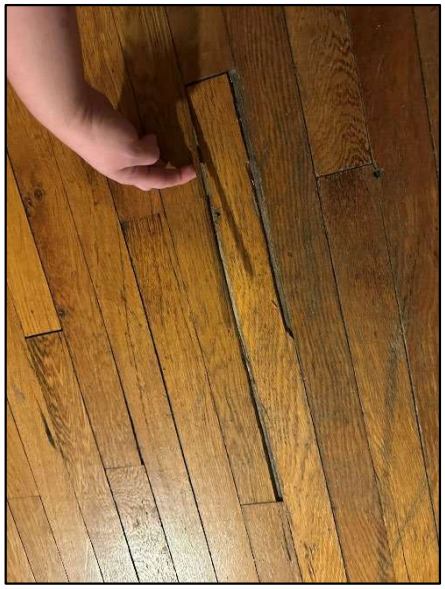








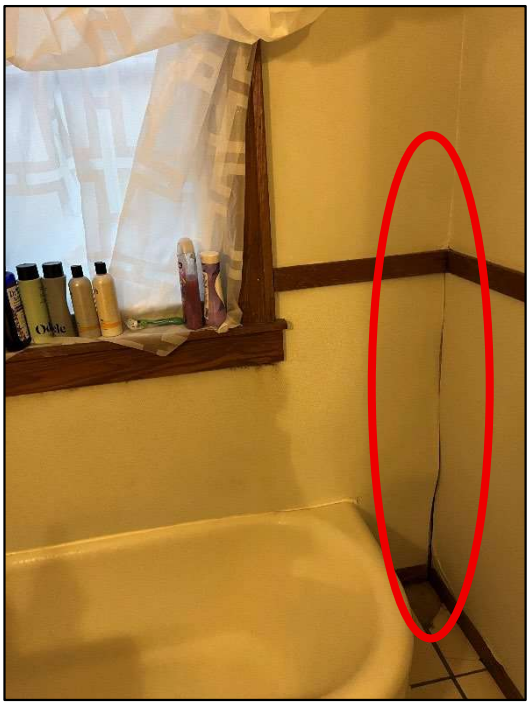




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

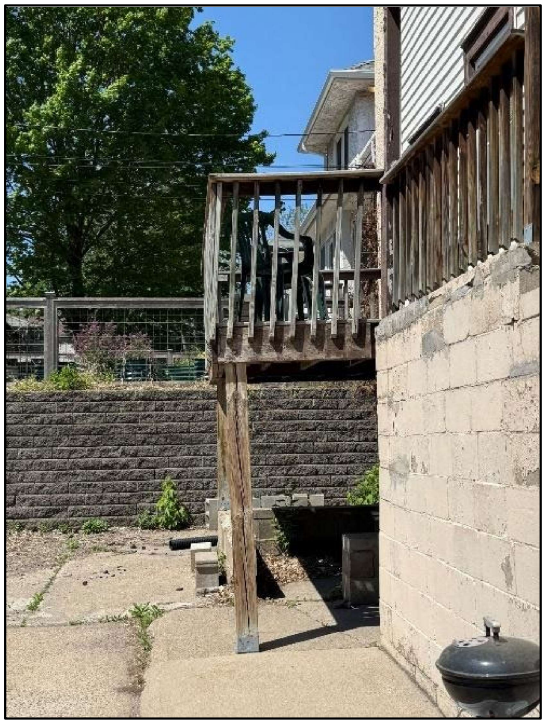
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

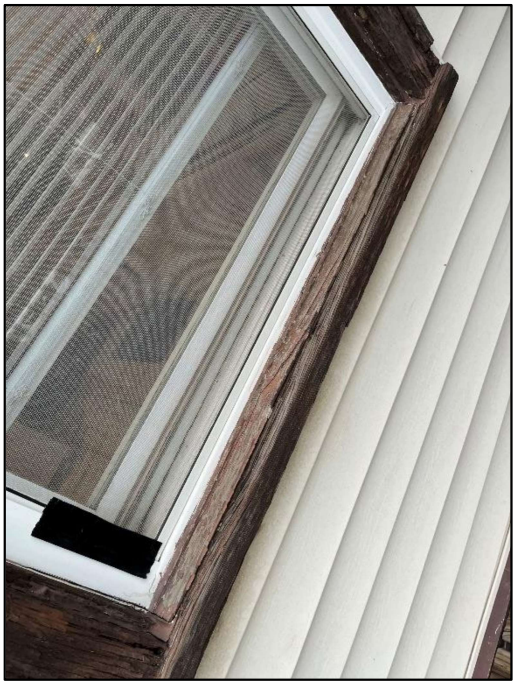
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

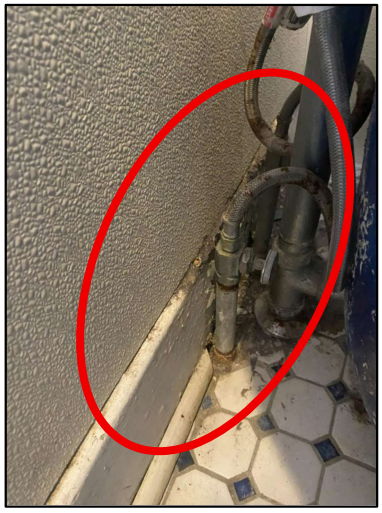
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

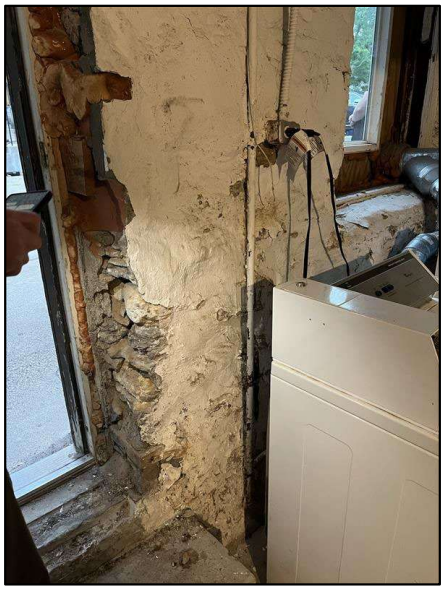
July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



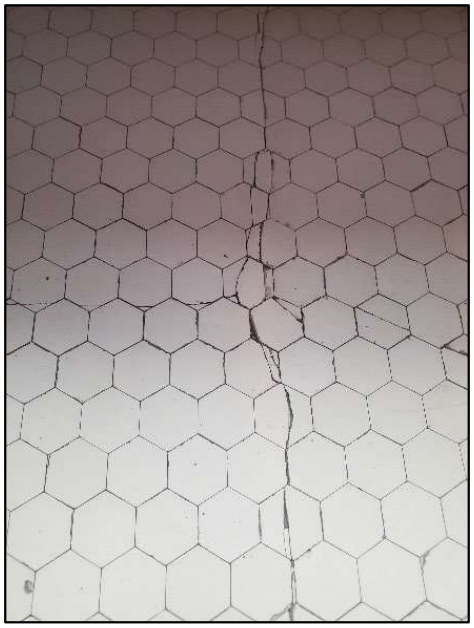
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





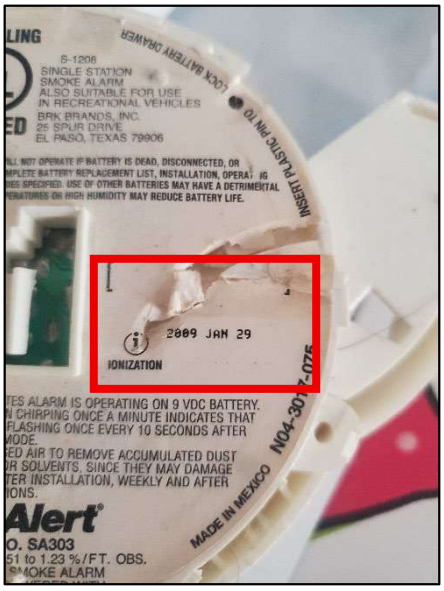








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

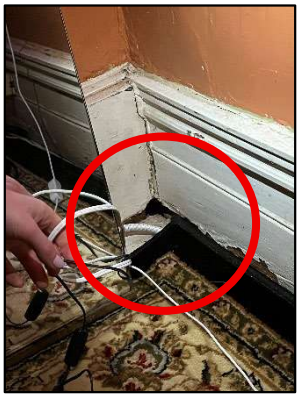




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

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[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated

Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

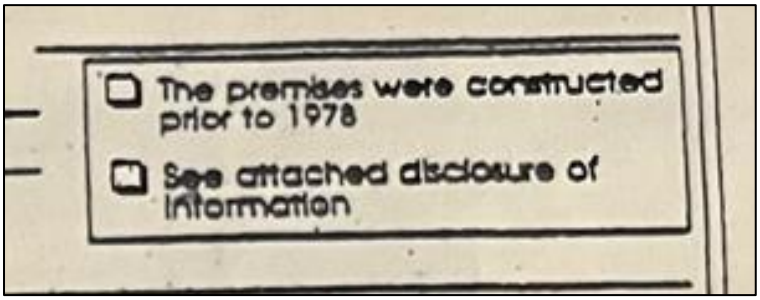
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

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12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

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If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~MN~~ 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul, mn 55105 |
| **Owner Phone** | 651-269-9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Scrape and repaint all flaking exterior paint |
| | -pressure wash awnings |
| | -patch all foundation cracks |
| | -Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | -Fill all sidewalk cracks |
| | -repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD / #17 |
| **CFO Key** | | **Reinspection Date** | ~~10/31/24~~ 10/25 - 1:pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul mn 55105 |
| **Owner Phone** | 651-769-9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD #17 |
| **CFO Key** | | **Reinspection Date** | 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org



DSI
Inspection
Photos
9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-10

**File ID:** RLH RSA 25-10 **Type:** Resolution LH Rent Stabilization Appeal **Status:** Agenda Ready

**Version:** 3 **Contact Number:** **In Control:** City Council

**File Created:** 06/17/2025

**File Name:** 934 ASHLAND AVENUE, Unit 5. **Final Action:**

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Vincent Cornell, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 2.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 934 Ashland Ave Unit 5.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 934 Ashland Ave Units 1 & 2.LH Scheduling Ltr-HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 934 Ashland Ave Unit 2.Video Front Door.6-4-25, 934 Ashland Ave Unit 2.Video-Movable Wall 6-4-25, 934 Ashland Ave Unit 2.Video-Water Infiltration Back Staircase.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 934 938 942 Ashland

**Financials Included?:**

Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:** **Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their*

*appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants*

*and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required*

*for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside*

*Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to*

*moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering*

*analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given*

*risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the*

*kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent*

*payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen*

*during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom*

*purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-10**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Vincent Cornell, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 2.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Vincent Cornell, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 5., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

RECEIVED
JUN 11 2025
CITY CLERK

***We need the following to process your appeal:***

- [X] **$25 filing fee (non-refundable (payable to the City of Saint Paul**
- [X] **Copy of the Department of Safety & Inspections Determination Letter**
- [ ] * **Attachments you may wish to include** **attachments will be forthcoming*
- [X] **This appeal form completed**
- [ ] **Walk-In** [X] **Email** [ ] **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m.

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 934 Ashland Ave., Unit 5 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Vincent Cornell | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [ ] 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*
Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| (Insert Base and Current Years) | Base Year (2019) | Current Year (2023) |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

_____

_____

_____

_____

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Jill Ackerman and Vincent Cornell 934 Ashland Ave Units 1 and 5
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 934 Ashland Ave, Units 1 and 5.

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*



**SAINT PAUL**
**MINNESOTA**

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

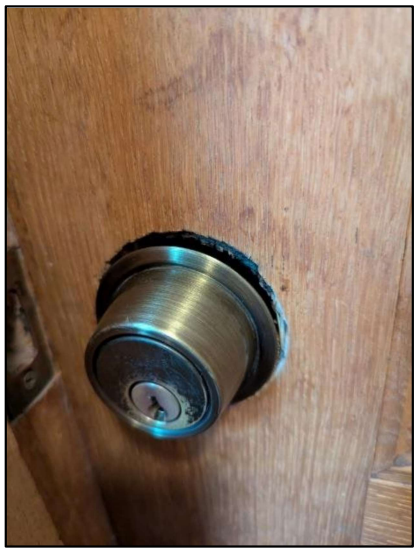
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

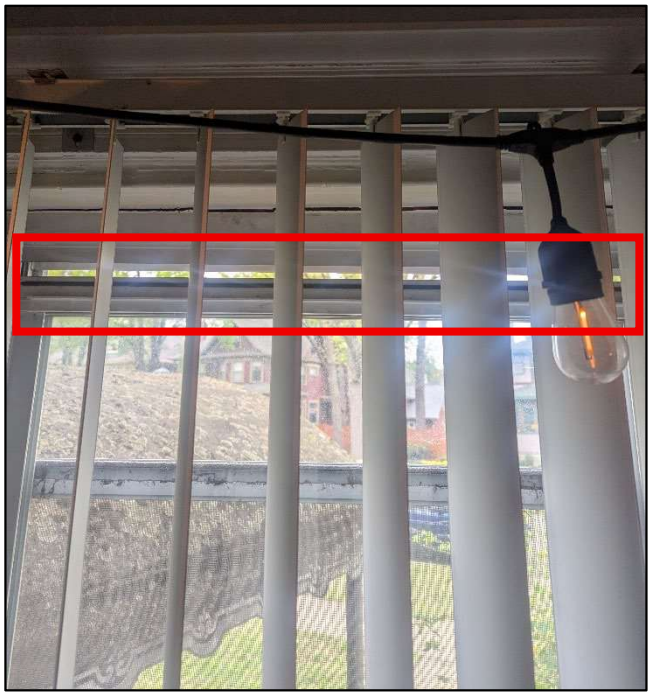


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

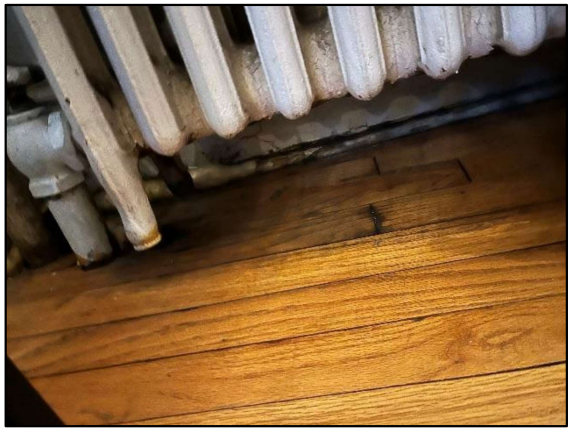
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

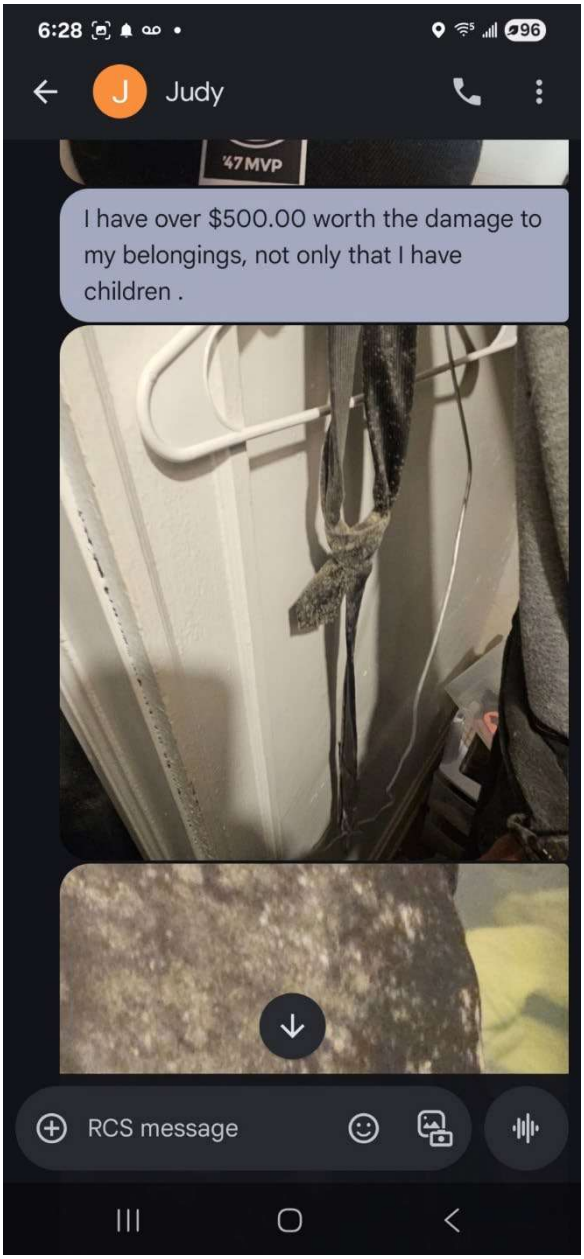


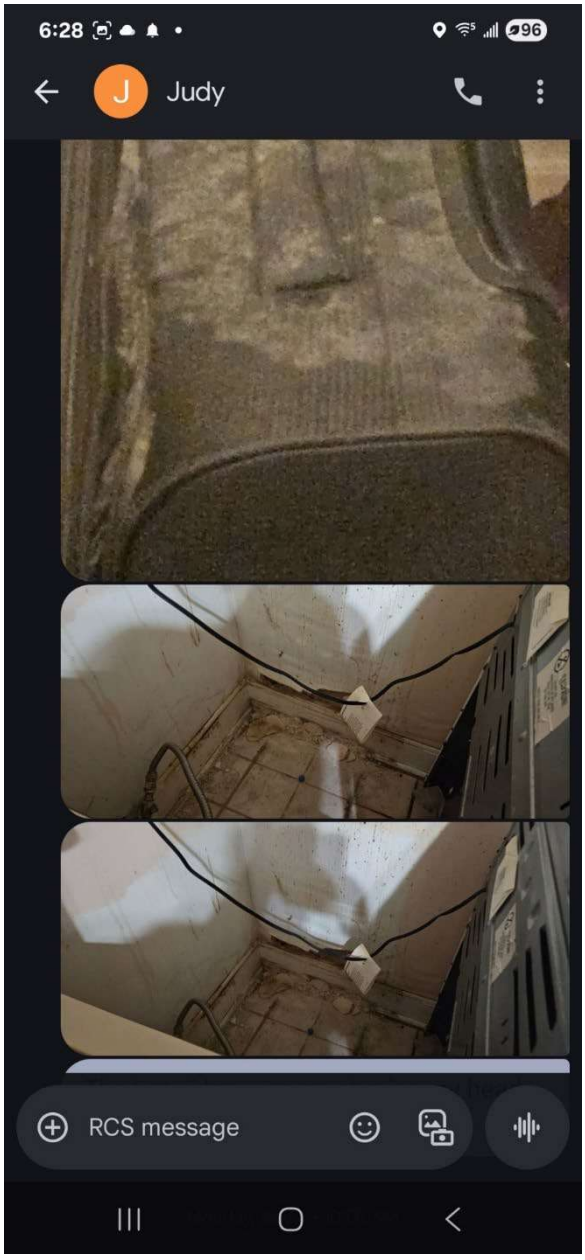
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

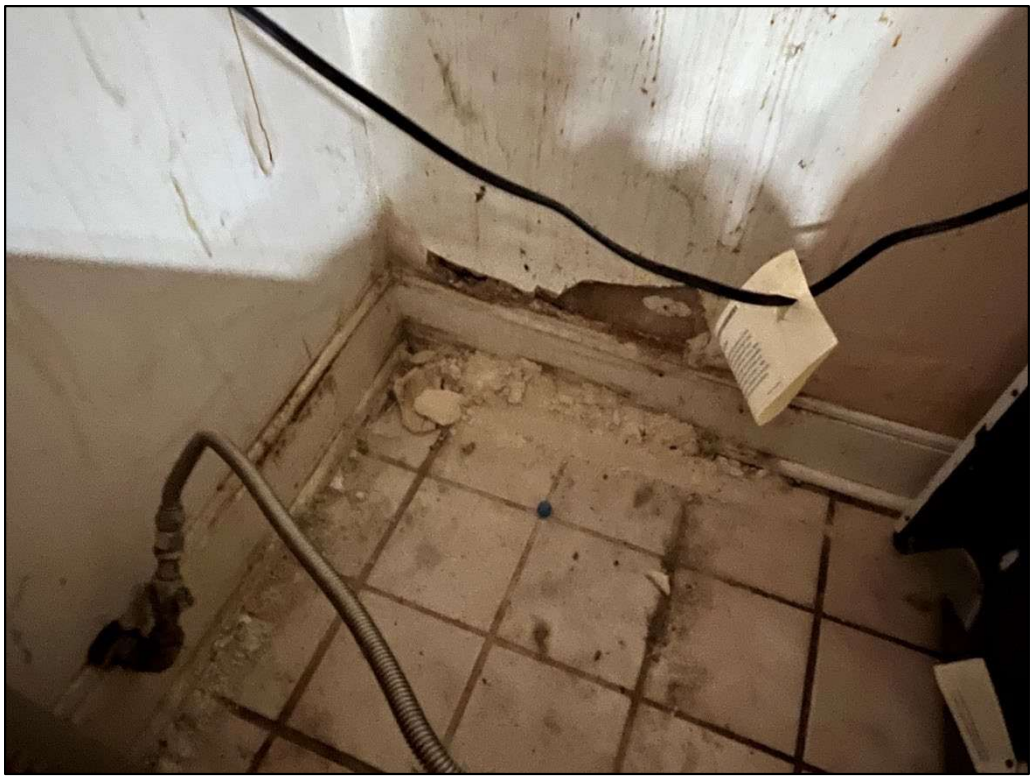

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











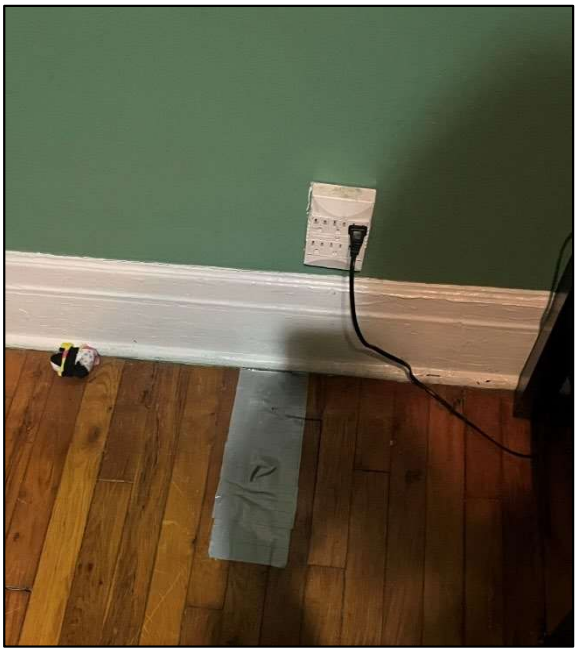


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







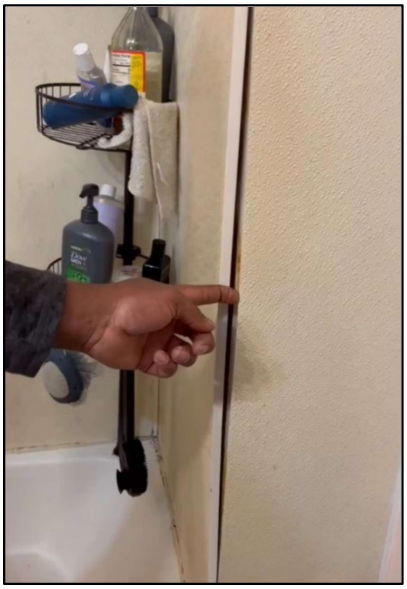


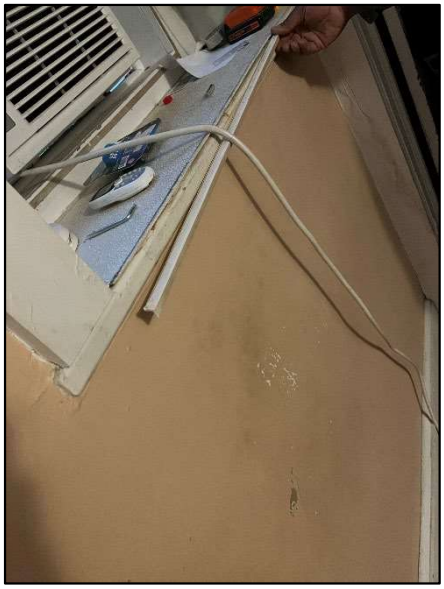




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

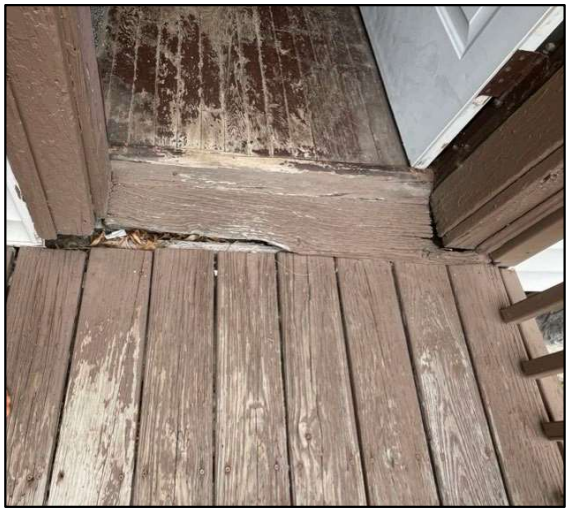
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

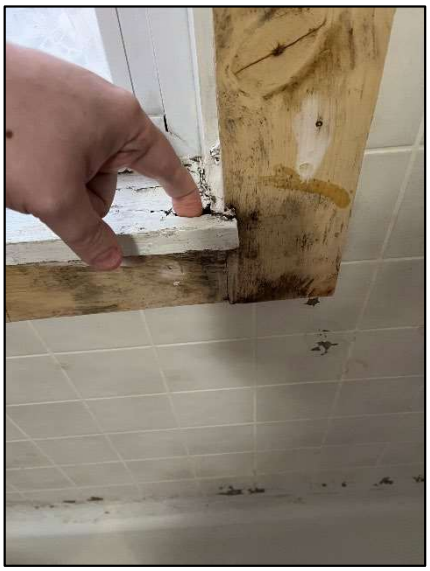
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





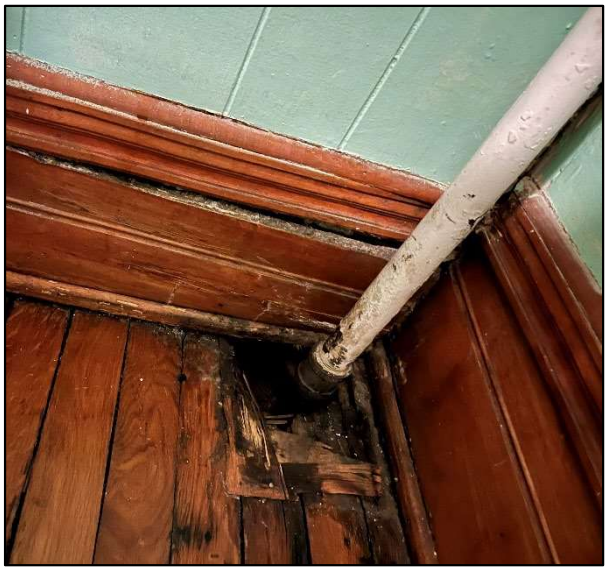
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

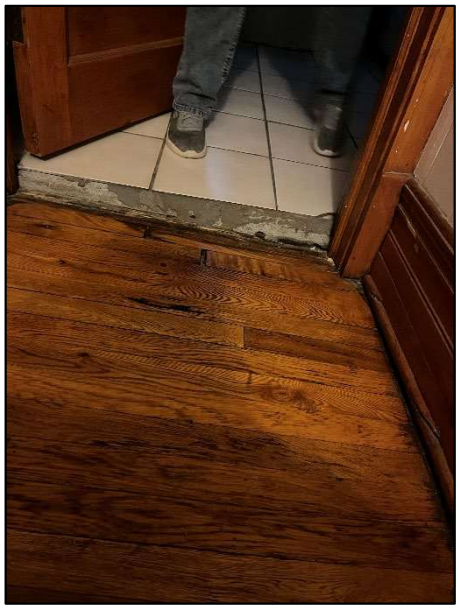






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





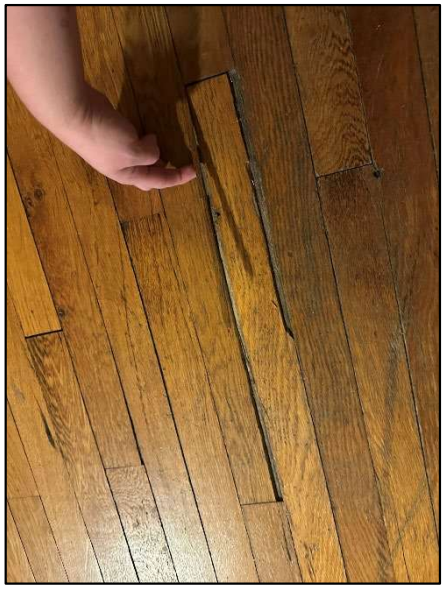








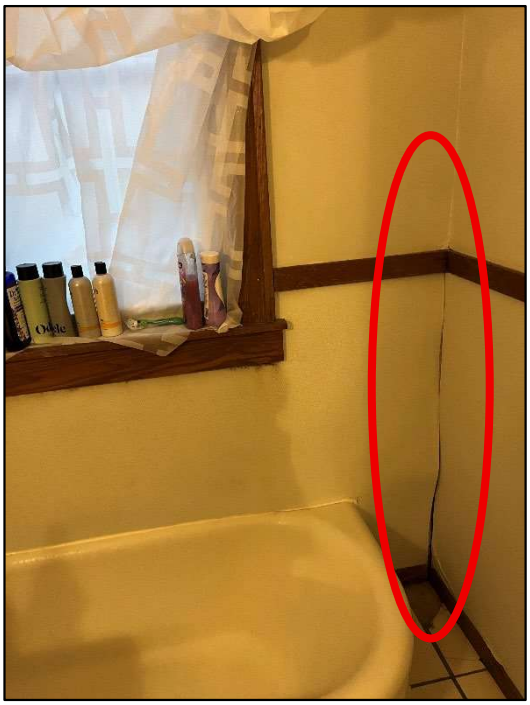


The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

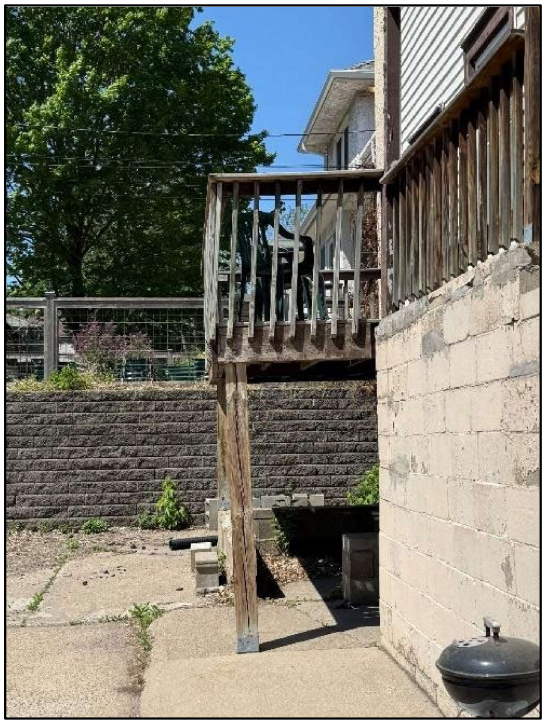
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

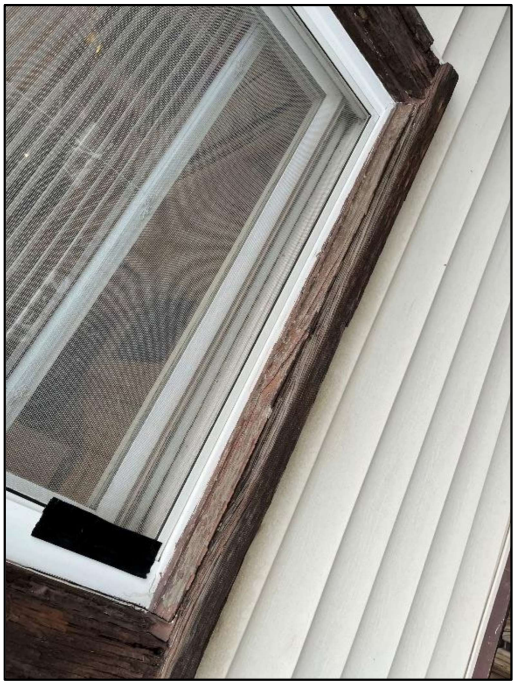
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

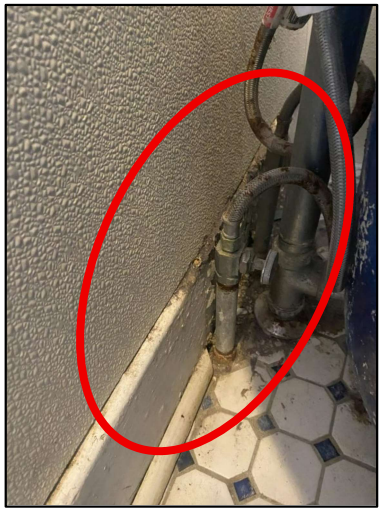
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



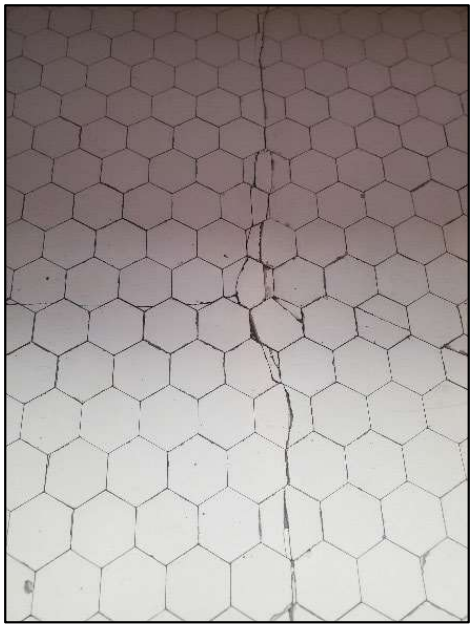
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





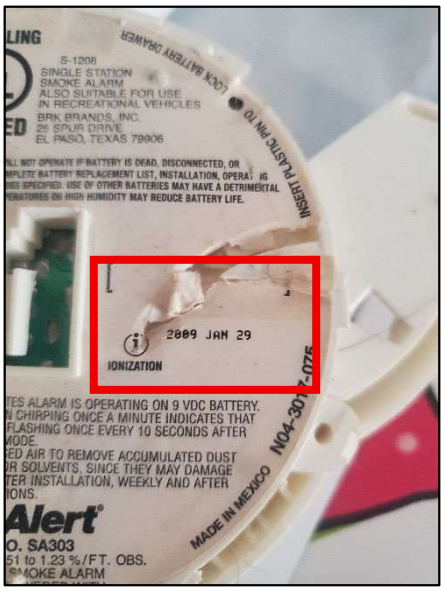








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

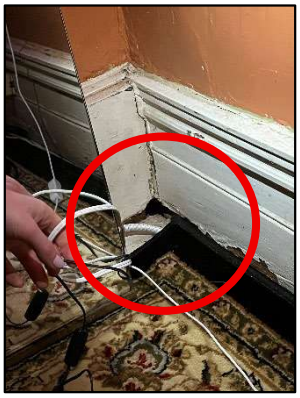




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161 .....2

II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must be Considered in Any Grant of an Exception to the Rent Cap .....9

III. Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap .....11

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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

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[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

> Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
> Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated
>
> Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (<u>all</u> identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord <u>did</u> receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

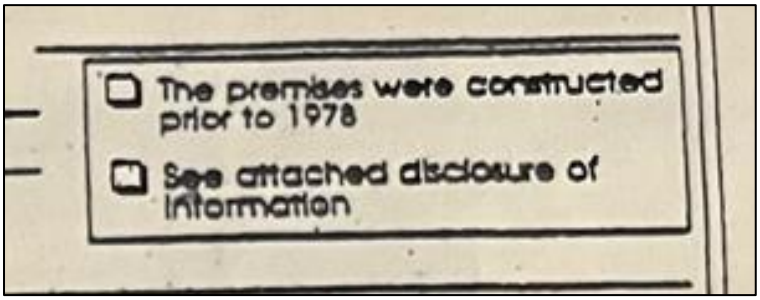
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing

Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Mn~~ MN 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

1060

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Scrape and repaint all flaking exterior paint |
| | -pressure wash awnings |
| | -patch all foundation cracks |
| | -Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | -Fill all sidewalk cracks |
| | -repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**CFO Key**
**Inspector Signature** KD / #17
**Reinspection Date** ~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 1061

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17
**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 1062

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-12

**File ID:** RLH RSA 25-12 **Type:** Resolution LH Rent Stabilization Appeal **Status:** Agenda Ready

**Version:** 2 **Contact Number:** **In Control:** City Council

**File Created:** 06/17/2025

**File Name:** 938 ASHLAND AVENUE, UNIT 6. **Final Action:**

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Ehren Stemme, to a Rent Stabilization Determination at 938 ASHLAND AVENUE, UNIT 6. (Appeal withdrawn)

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 938 Ashland Ave Unit 6.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 938 Ashland Ave Unit 6.Video Movable floor tile.6-4-25, 938 Ashland Ave Unit 6.Video.Wobbly Deck.6-4-25, 938 Ashland Ave Unit 6.Video-movable radiator.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 938 Ashland Ave. Apt.

**Financials Included?:**

6- Withdrawal of Ehren Stemme (RLH RSA 25-12) from the rent-stabilization appeal of 934_938_942 Ashland Ave 9-3-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:** **Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord*

*requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents*

*we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways*

*between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and*

*property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the*

*buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I*

*avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting.*

*That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase*

*is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and*

*smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later*

*this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-12**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Ehren Stemme, to a Rent Stabilization Determination at 938 ASHLAND AVENUE, UNIT 6. (Appeal withdrawn)

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Ehren Stemme, to a Rent Stabilization Determination at 938 ASHLAND AVENUE, UNIT 6., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's finds that on September 3, 2025, the appellant Ehren Stemme withdrew his appeal; and

WHEREAS, given the withdrawal of the appeal the Legislative Hearing Officer recommends the appeal be denied and the matter dismissed; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

RECEIVED
JUN 11 2025
CITY CLERK

***We need the following to process your appeal:***

- X **$25 filing fee (non-refundable (payable to the City of Saint Paul** CK 10608
- X **Copy of the Department of Safety & Inspections Determination Letter**
- ___ **Attachments you may wish to include** **attachments will be forthcoming*
- X **This appeal form completed**
- ___ **Walk-In** X **Email** ___ **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m.

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| Number & Street & Unit Number (if appliable) | City & State | Zip Code |
|---|---|---|
| 948 Ashland Ave #C | Saint Paul, MN | 55104 |

## *Appellant:*

| | |
|---|---|
| Ehren Stemme<br>**Appellant Name** | ahanson@hjcmn.org (attorney)<br>**Email** |
| **Preferred Phone Number** | 651-391-8393 (attorney)<br>**Alternate Phone Number** |
| Signature & Today's Date 6/11/25 | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day<br>**Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*
Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| (Insert Base and Current Years) | Base Year (2019) | Current Year (2023) |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year 2019 | Current Year 2024 |
|---|---|---|
| 1. **Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| 2. **Operating Expenses** | $ 69,974 | $ 116,500 |
| 3. **Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| 4. **CPI** [Annual Average CPI] | 250.106 | 299.852 |
| 5. **Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| 6. **Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| 7. **Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| 8. **Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| ☐ 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

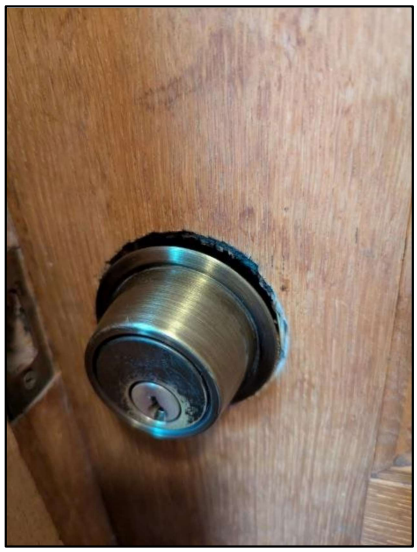
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

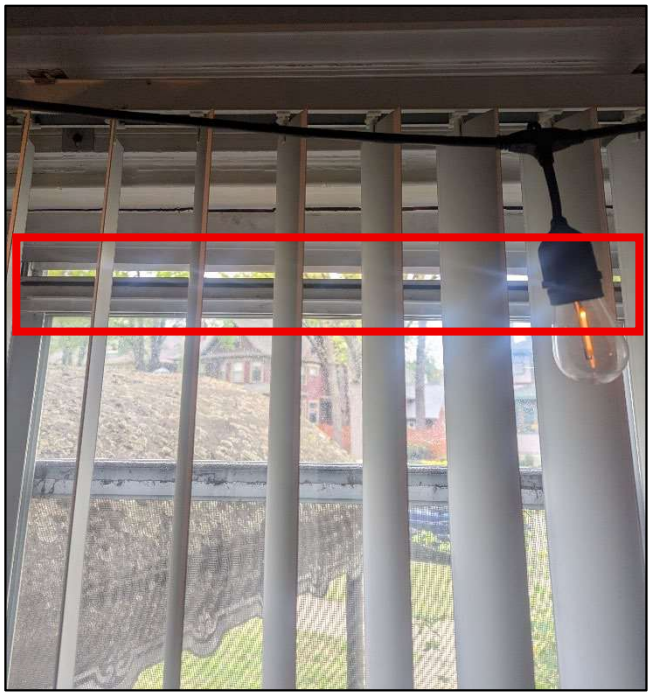


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

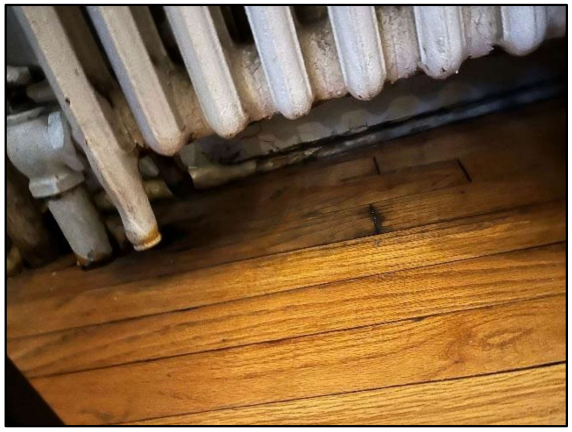
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

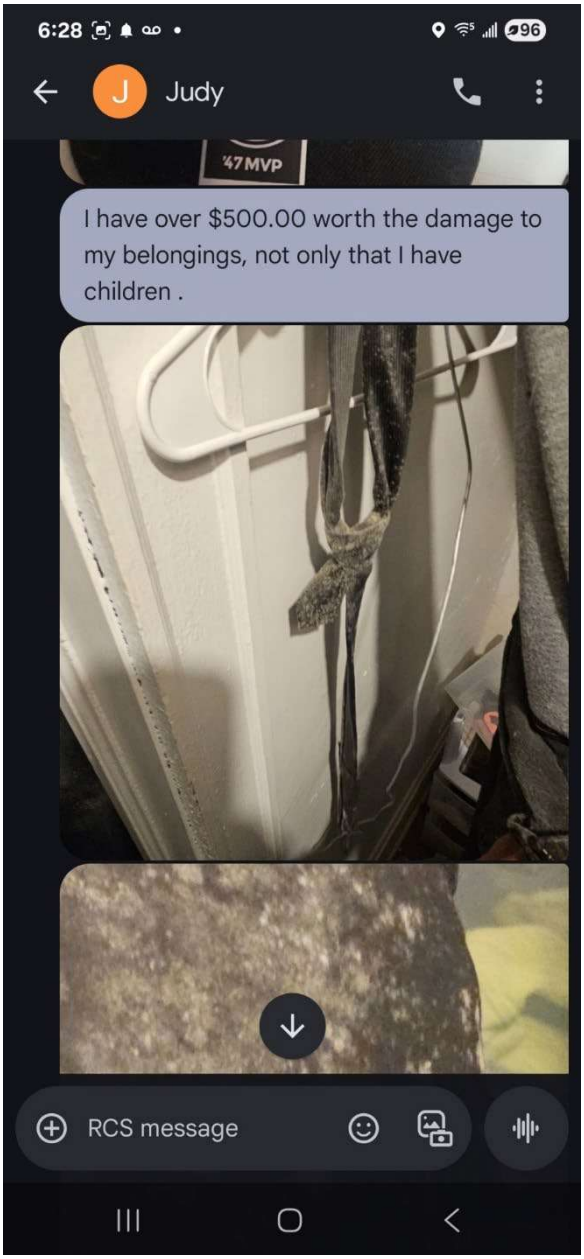


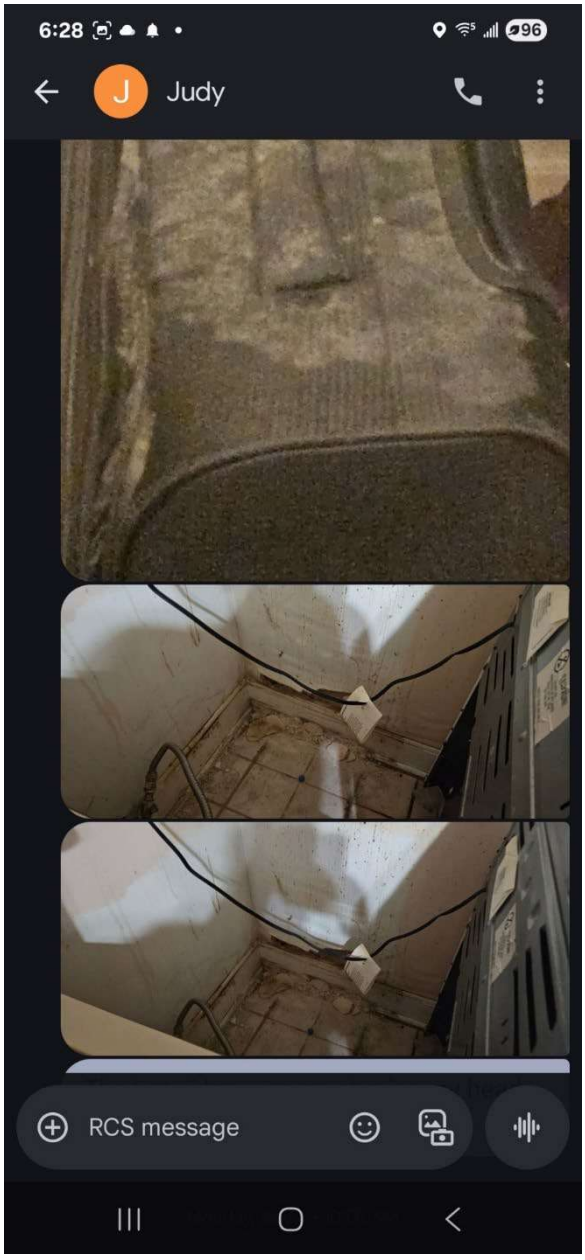
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

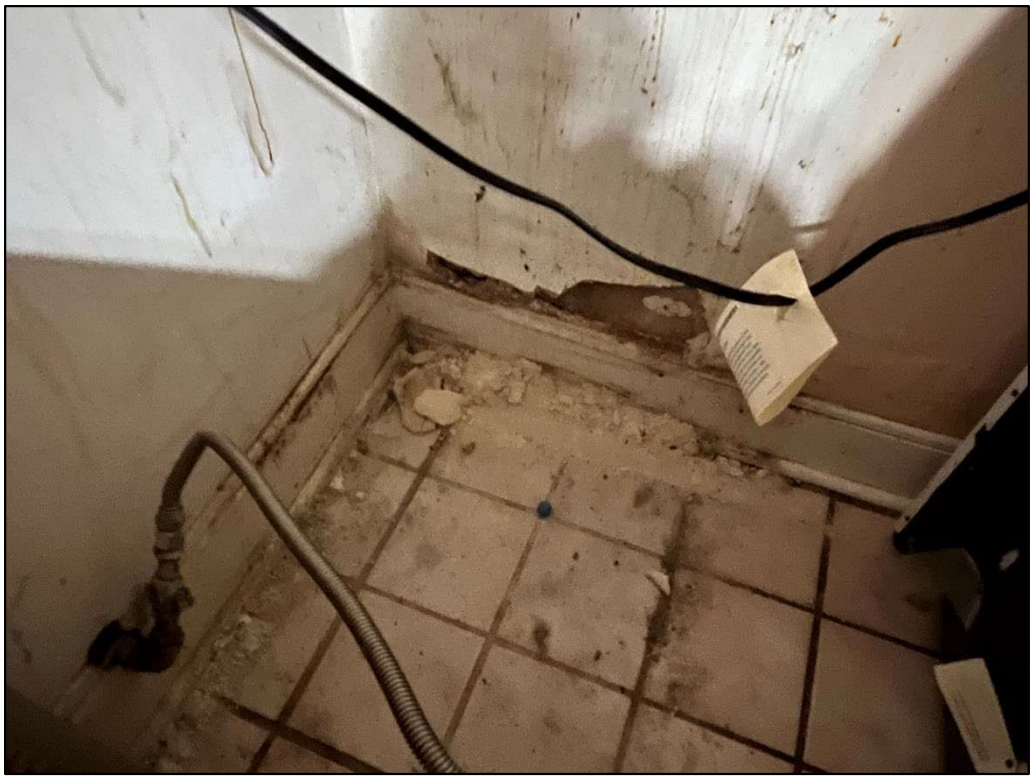

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











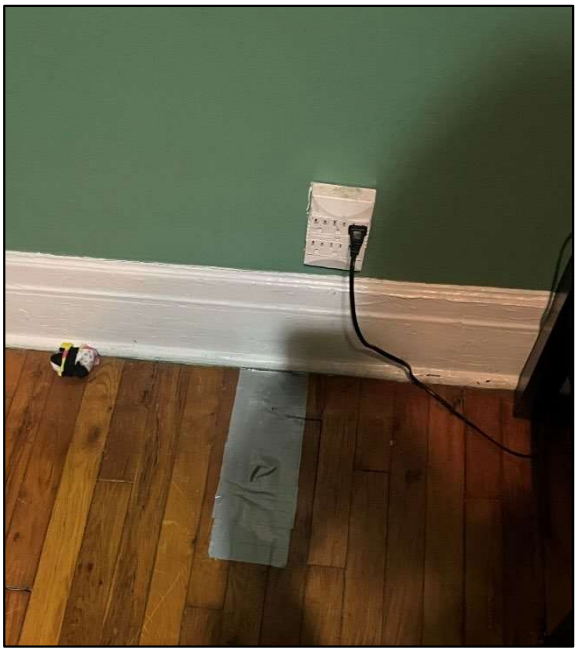


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







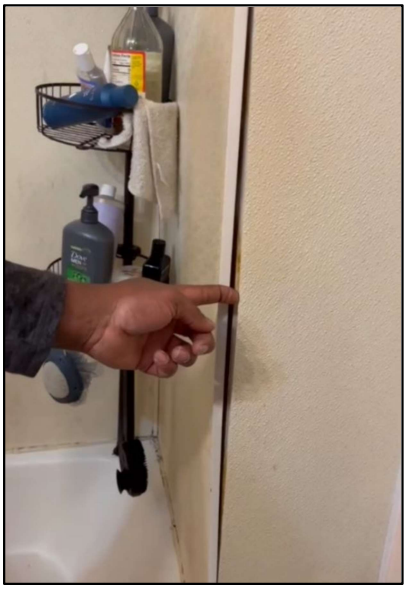


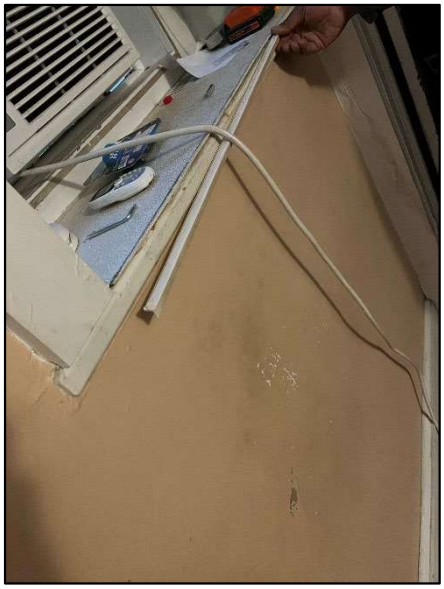




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

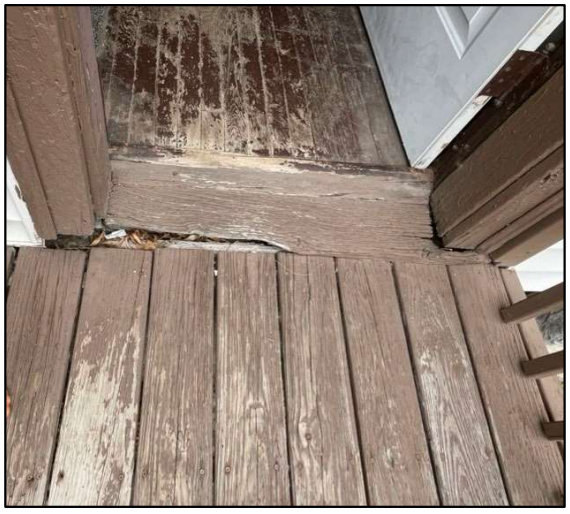
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

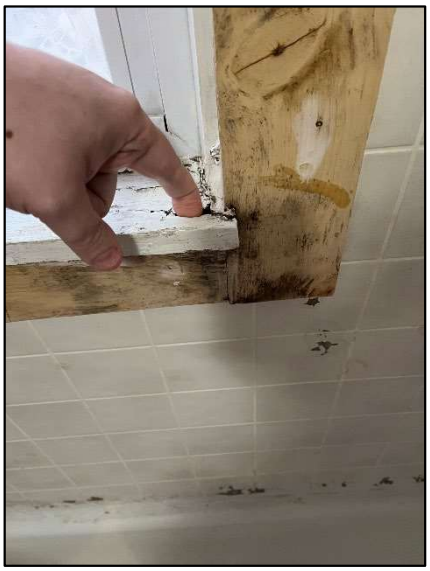
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





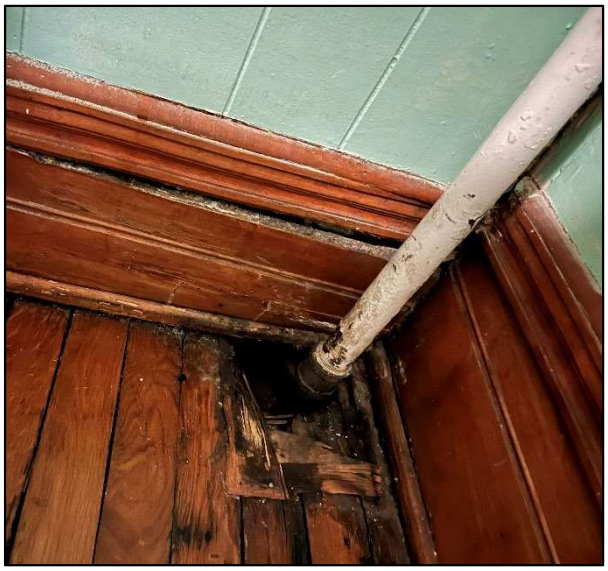
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

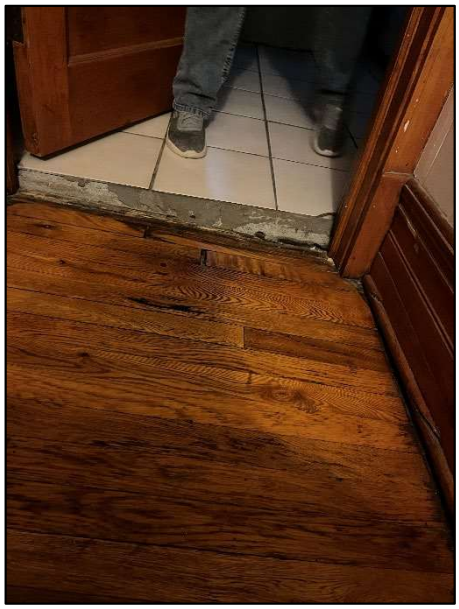






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





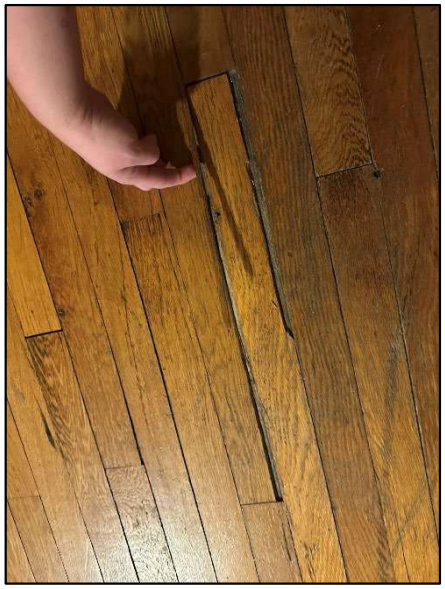








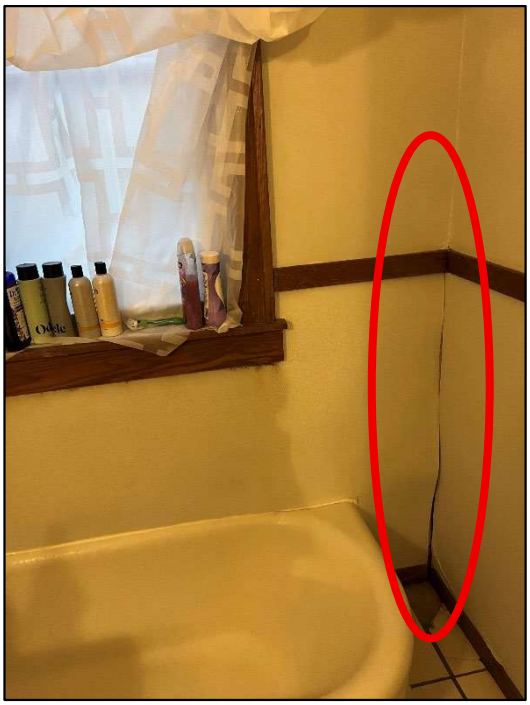




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

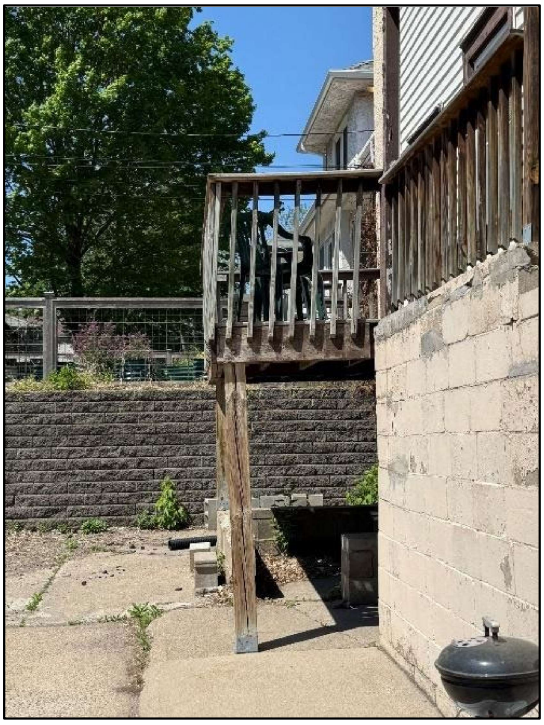
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

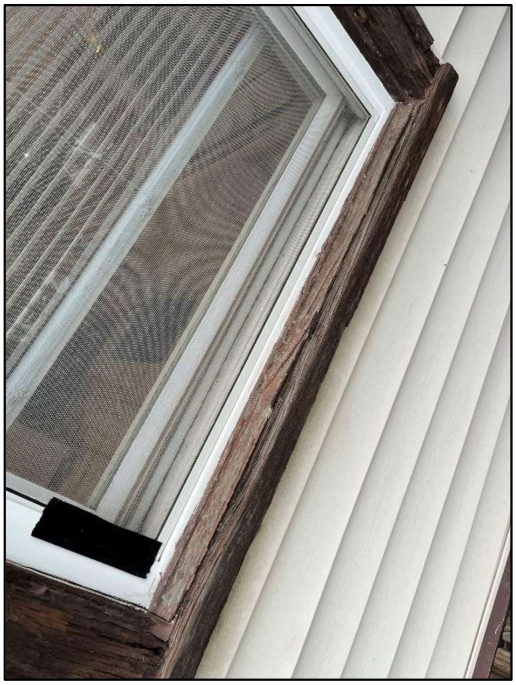
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

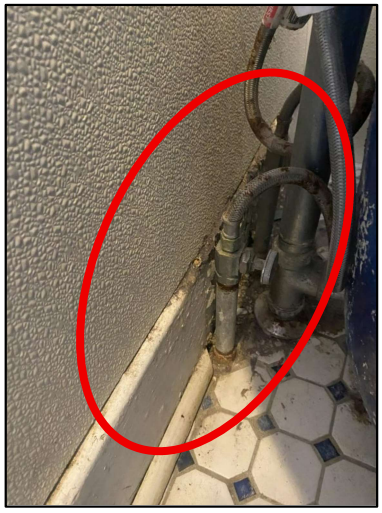
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

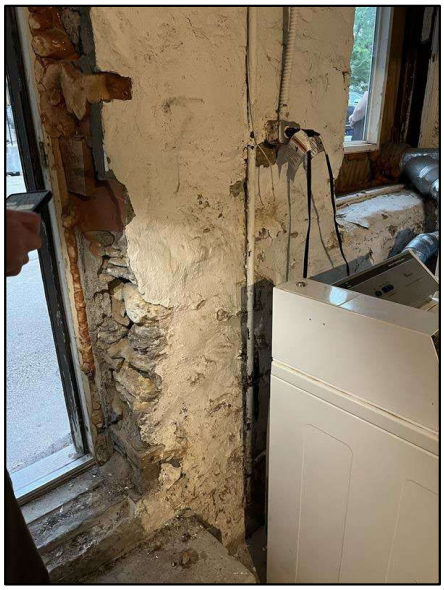
July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



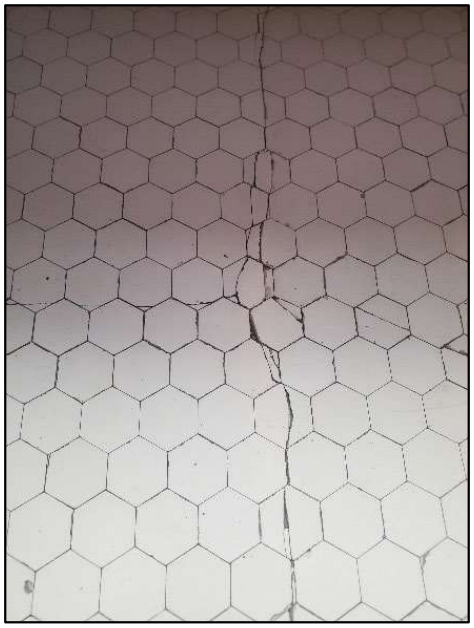
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





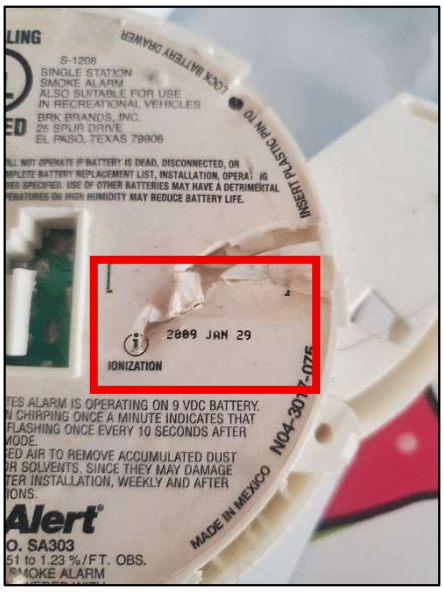








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*

Samuel Perkins

*_/s/ Chloe Cable_*

Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

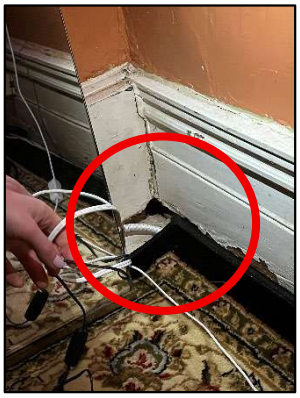




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

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[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated

Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
|---|---|
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Plaintiff / Petitioner (first, middle, last)

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

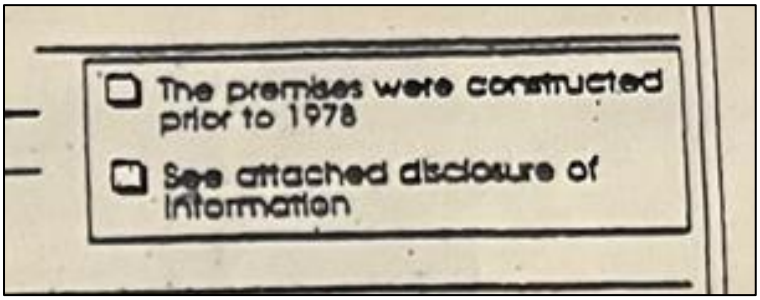
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

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**Closed:** 12/05/24

Result:
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Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.

Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom
Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | *CI-StPaul_RentAppeals |
| **Cc:** | Jim Poradek; Emily Curran |
| **Subject:** | Withdrawal of Ehren Stemme (RLH RSA 25-12) from the rent-stabilization appeal of 934/938/942 Ashland Ave |
| **Date:** | Wednesday, September 3, 2025 8:49:37 AM |
| **Attachments:** | image001.png |

Hi Janie,

Please alert Hearing Officer Moermond of the following:

Ehren Stemme, resident of Unit 6 at 938 Ashland Avenue, is withdrawing from the appeal of DSI's April 28, 2025 department determination. This withdrawal is effective immediately. In the most recent Legistar agenda, Mr. Stemme's appeal is identified as RLH RSA 25-12.

The appeal remains active as to all other residents.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Minn~~ mn 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

1302

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | *Scrape and repaint all flaking exterior paint |
| | *pressure wash awnings |
| | *patch all foundation cracks |
| | *Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | *Fill all sidewalk cracks |
| | *repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**CFO Key**
**Inspector Signature** KD / #17
**Reinspection Date** ~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 1303

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hand SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17

**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-13

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| **File ID:** | RLH RSA 25-13 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 942 ASHLAND AVENUE, UNIT 8. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Kayla Simonson, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 8.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 942 Ashland Ave Unit 8.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, RSA Ashland Appeal LHO Recommendation 9-4-2025, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25,

**Financials Included?:**

934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:** **Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These*

*problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent*

*increase should not be approved. That sums up our habitability argument. Our second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood*

*repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and*

*original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that*

*process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems*

*throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall*

*movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life.*

*When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran:  And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our*

*landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors'*

*homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're*

*having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-13**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Kayla Simonson, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 8.

WHEREAS, in the matter ofJim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Kayla Simonson, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 8., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
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September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

Saint Paul City Council – Rent Stabilization
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, MN 55102
651-266-8568

RECEIVED
JUN 11 2025
CITY CLERK

***We need the following to process your appeal:***

- X $25 filing fee (non-refundable (payable to the City of Saint Paul
- X Copy of the Department of Safety & Inspections Determination Letter
- * Attachments you may wish to include *attachments will be forthcoming
- X This appeal form completed
- ___ Walk-In X Email ___ US Mail

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 942 Ashland Ave., Unit 8 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Kayla Simonson | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*
Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| (Insert Base and Current Years) | Base Year (2019) | Current Year (2023) |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.
http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| ☐ 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

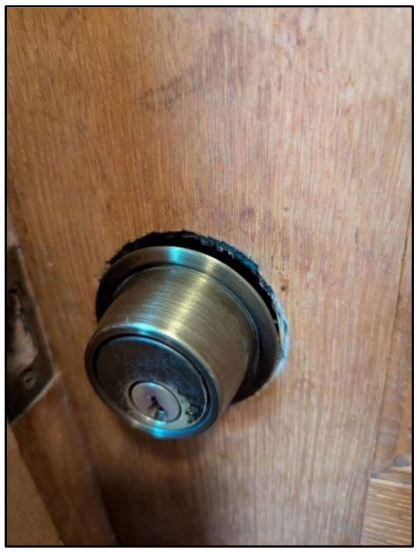
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

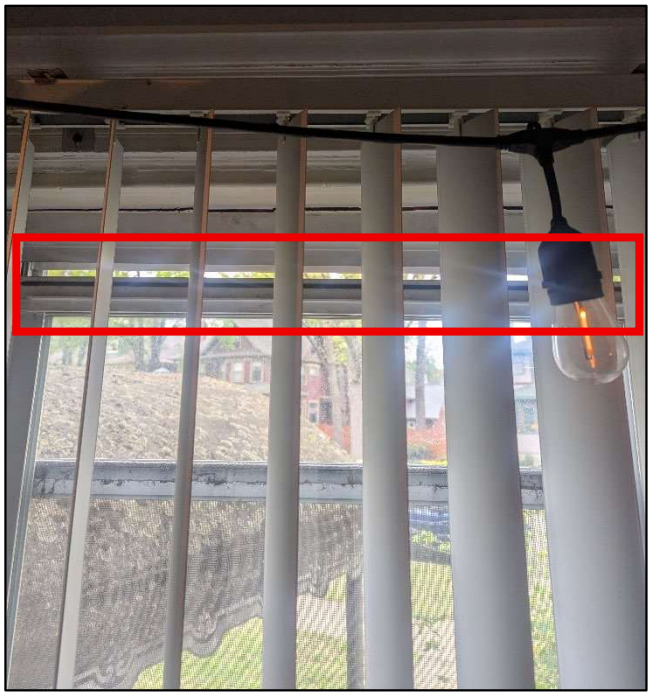


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

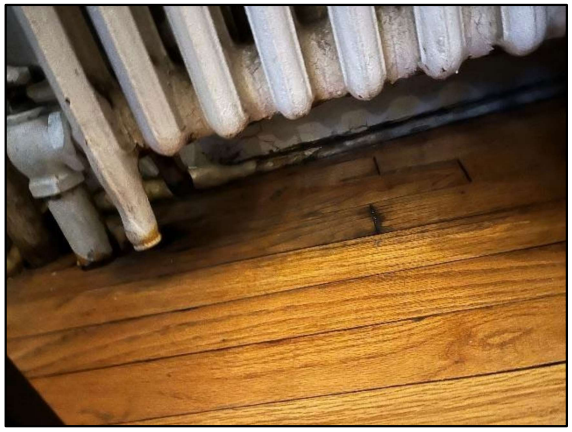
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

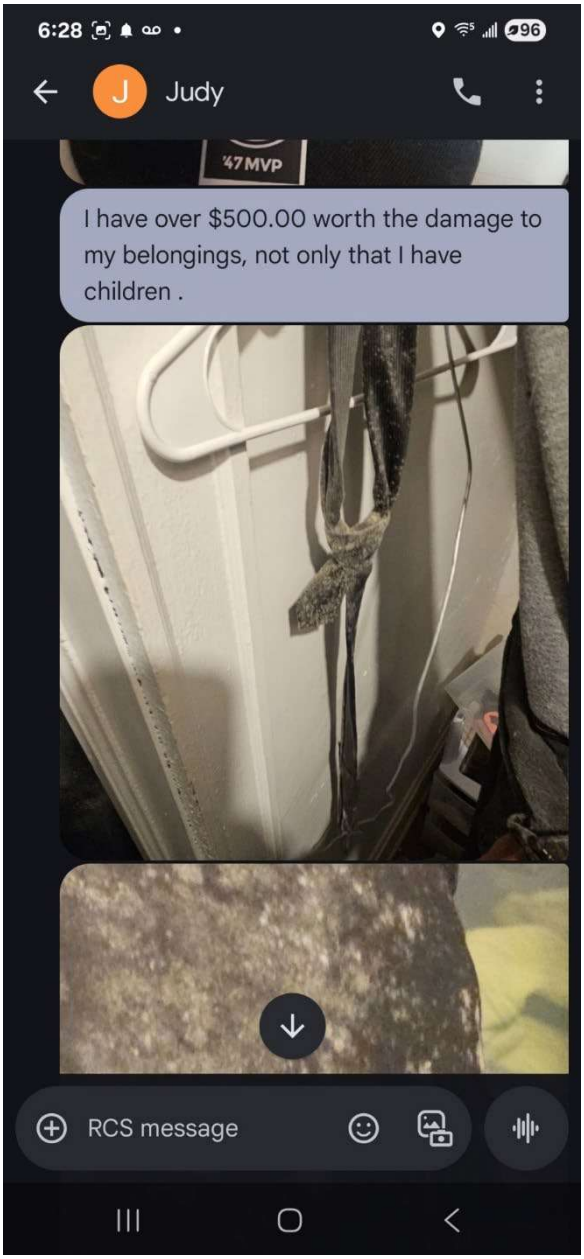


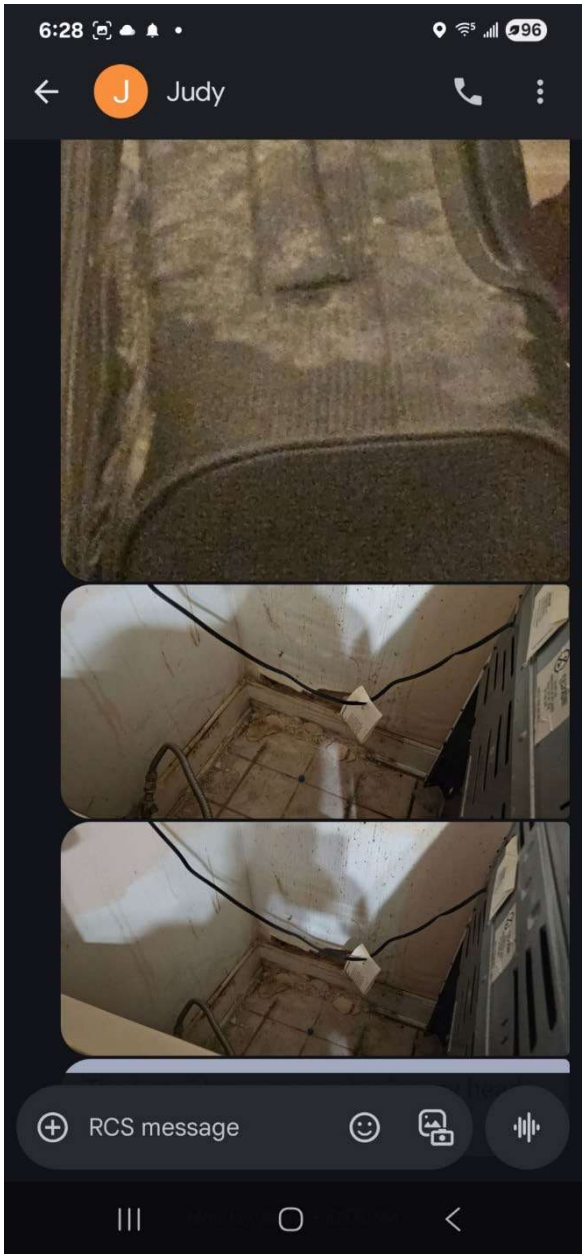
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

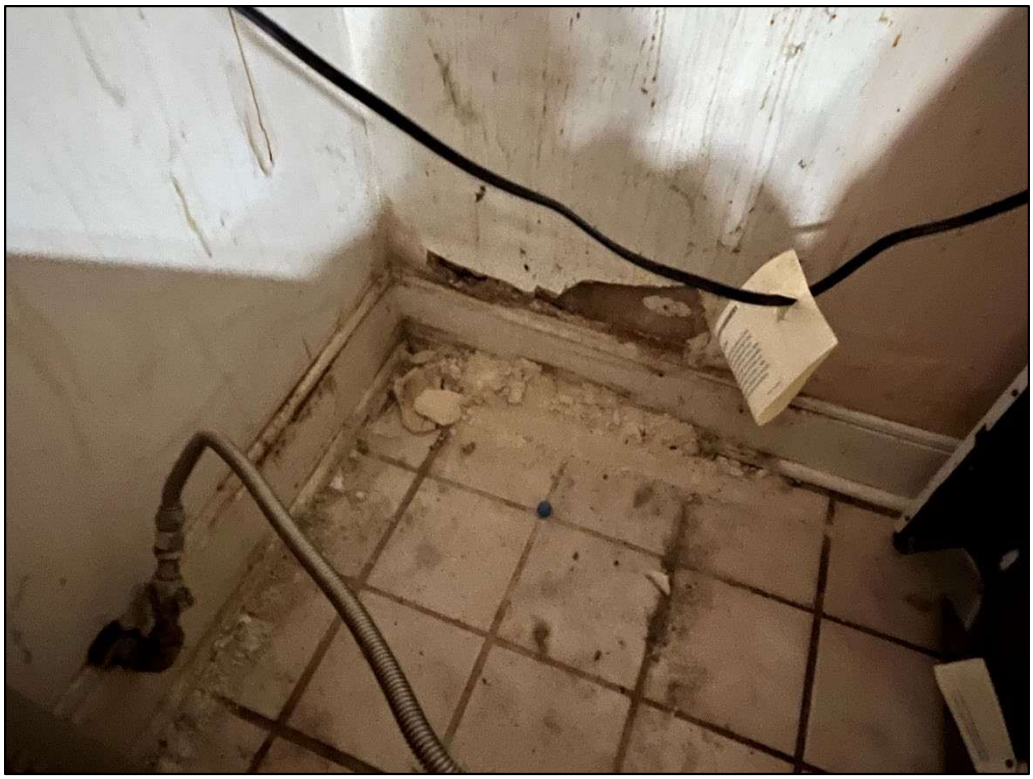

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











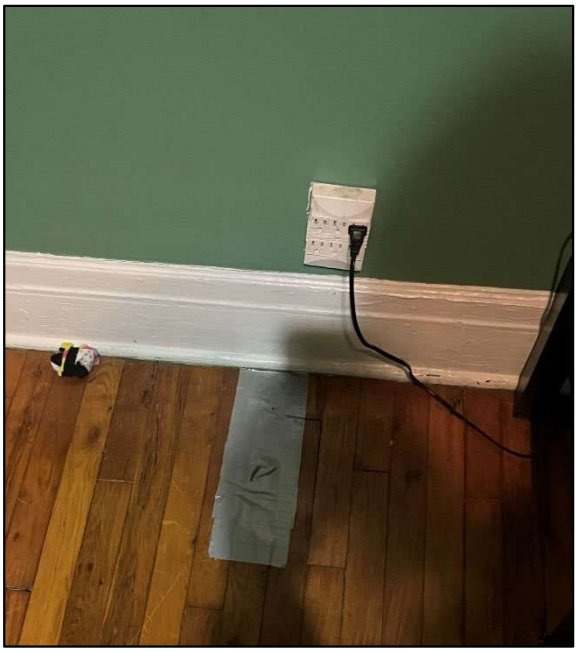


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







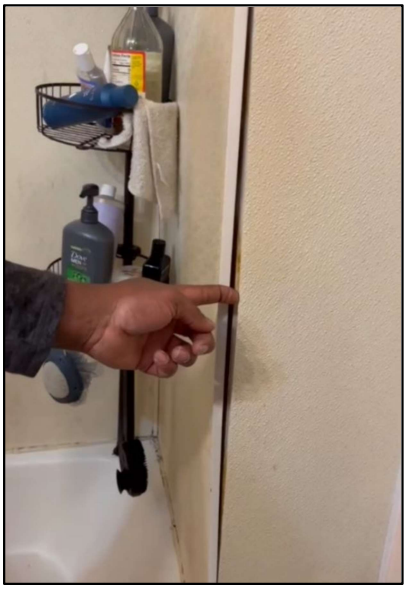


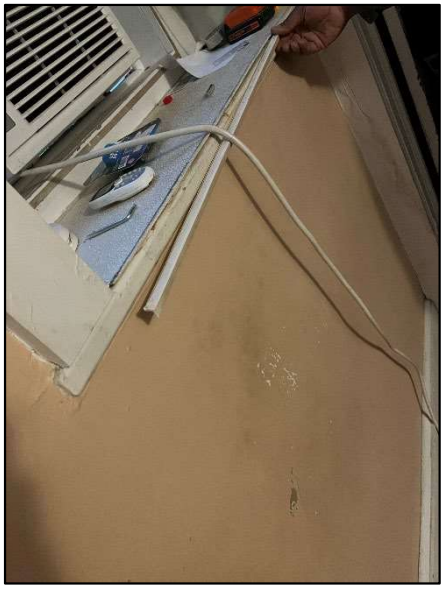




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

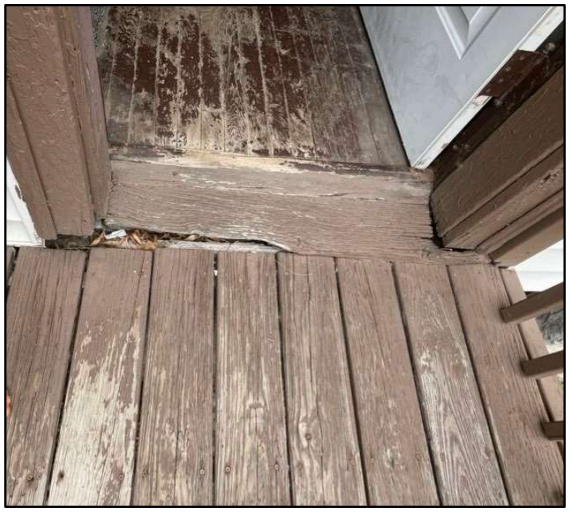
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

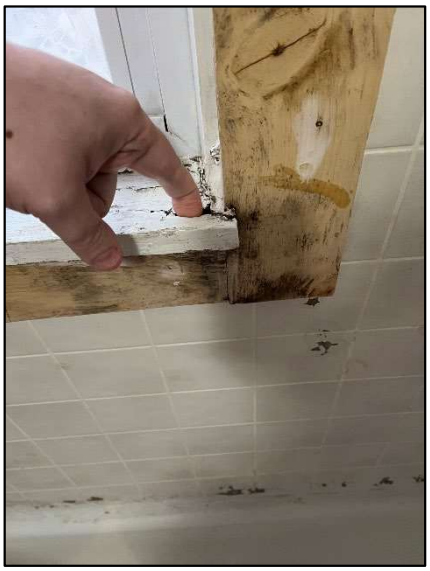
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





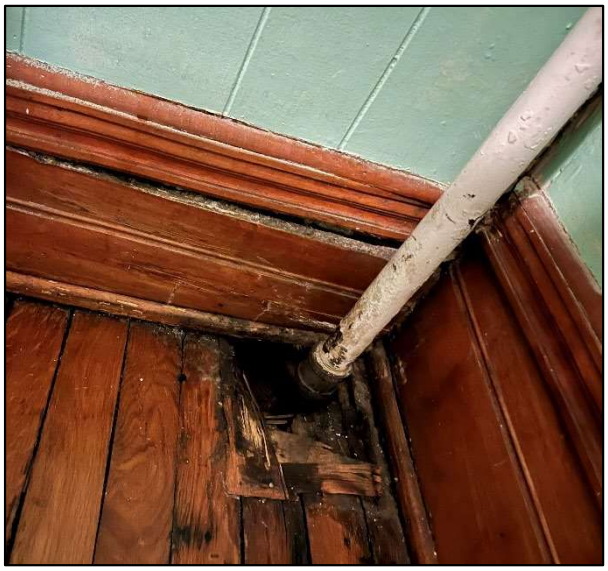
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

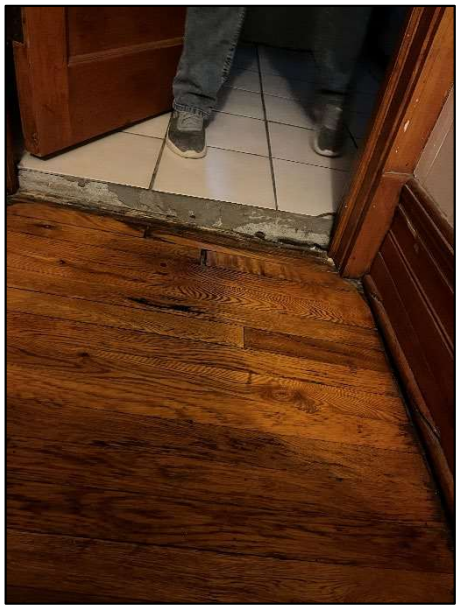






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a “step” between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





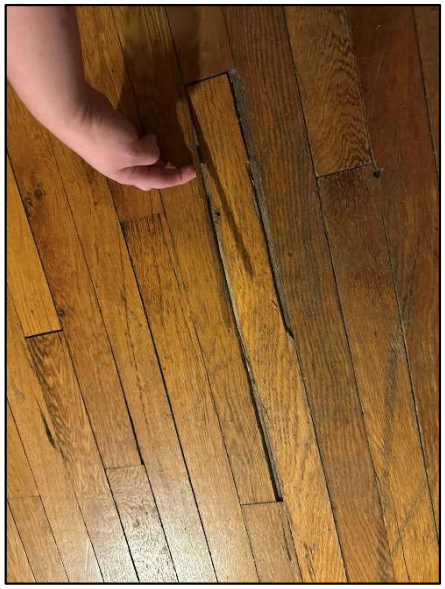








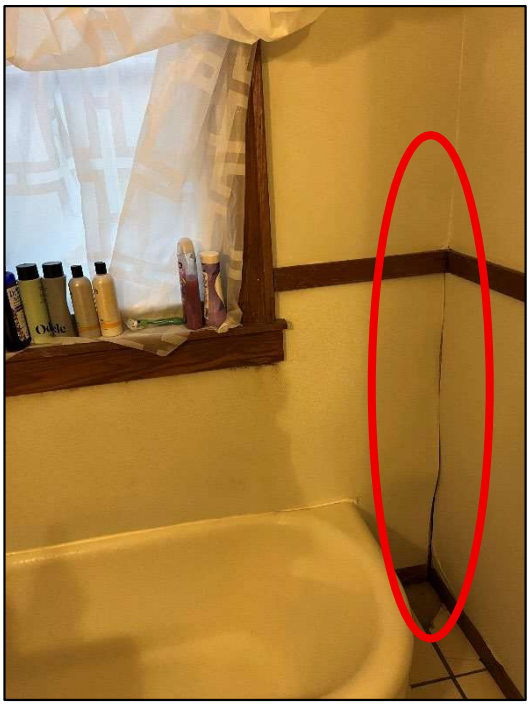




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

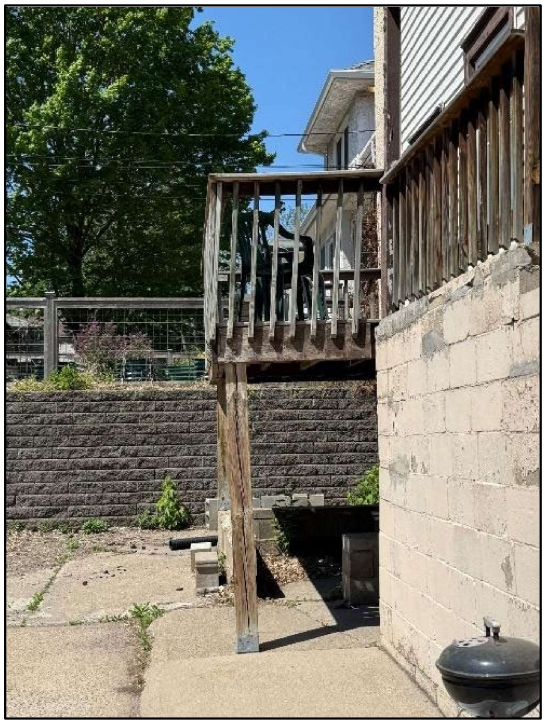
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

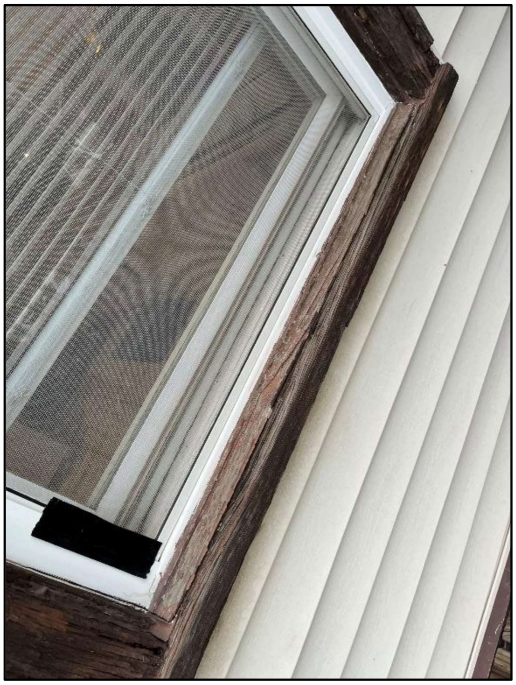
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

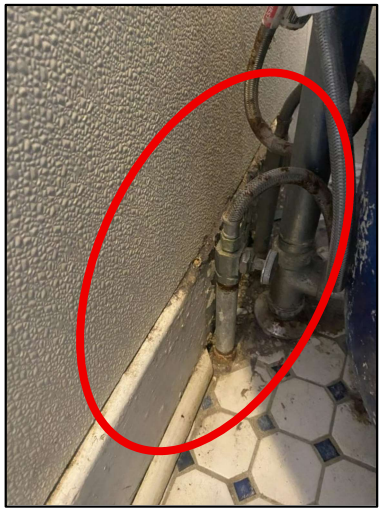
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

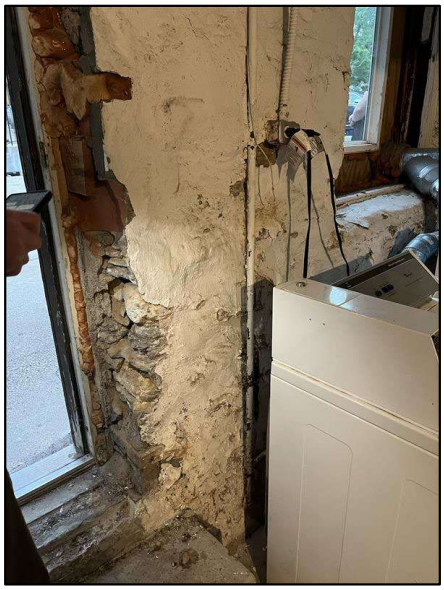
July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



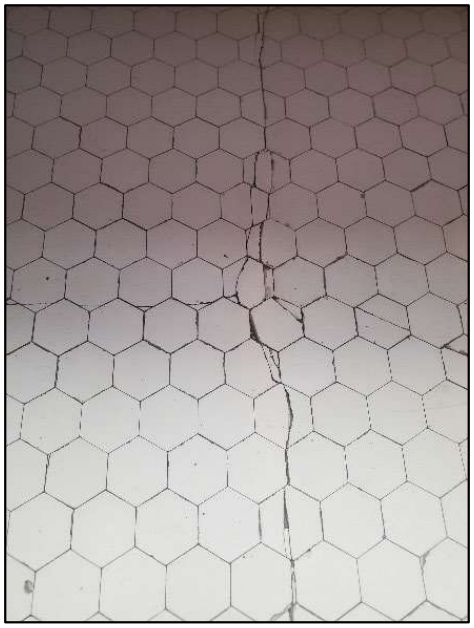
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





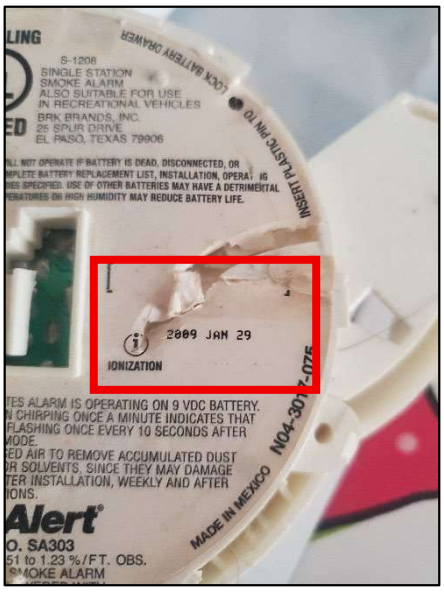








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

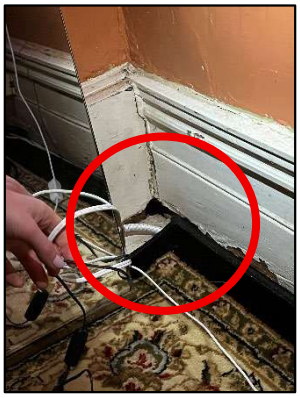




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

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[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated

Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
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DEFENDANT/RESPONDENT, Self-represented

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(Attach additional sheets for additional attorneys/parties)

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**State of Minnesota** **District Court**

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| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
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PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

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DEFENDANT/RESPONDENT, Self-represented

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(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (<u>all</u> identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord <u>did</u> receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

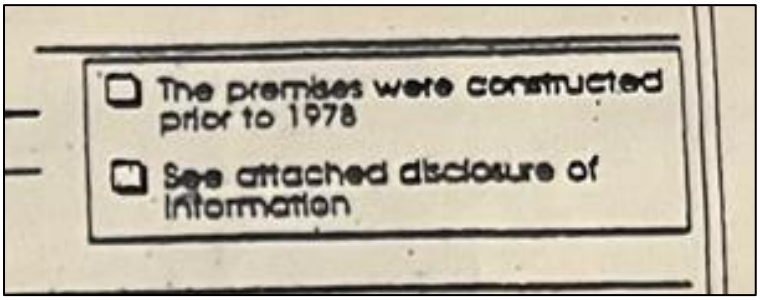
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

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Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

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8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

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If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

---

**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

---

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

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**Closed:** 12/05/24

Result:
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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Minn~~ MN 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

1548

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Scrape and repaint all flaking exterior paint |
| | -pressure wash awnings |
| | -patch all foundation cracks |
| | -Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | -Fill all sidewalk cracks |
| | -repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**Inspector Signature** KD / #17
**CFO Key**
**Reinspection Date** 10/31/24 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17

**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 1550

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-14

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RSA 25-14 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 942 ASHLAND AVENUE, UNIT 9. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jessica Skaare, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 9.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 942 Ashland Ave Unit 9.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25, 942 Ashland Ave Unit 9-Video-Unstable deck.6-4-25, 942 Ashland Ave Unit 9.Video-leaking bathroom ceiling.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding

**Financials Included?:**

Problems Video 3. 8-19-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:** **Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue*

*that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations*

*of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to*

*Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones*

*tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the*

*senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious*

*enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems,*

*too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have*

*chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not*

*part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with*

*expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-14**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jessica Skaare, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 9.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing, Tenant, Jessica Skaare, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 9., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

RECEIVED
JUN 11 2025
CITY CLERK

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

***We need the following to process your appeal:***

- [X] **$25 filing fee (non-refundable (payable to the City of Saint Paul**
- [X] **Copy of the Department of Safety & Inspections Determination Letter**
- [ ] * **Attachments you may wish to include** *attachments will be forthcoming
- [X] **This appeal form completed**
- [ ] **Walk-In** [X] **Email** [ ] **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m.

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 944 Ashland Ave Apt 9 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Jessica Skaare | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*

Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year (2019)** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.
http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52% |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | Base Year 2019 | Current Year 2024 |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant |
| | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| ☐ 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum


Background .....1

Argument .....2

I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161 .....2

II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must be Considered in Any Grant of an Exception to the Rent Cap .....9

III. Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap .....11

IV. This Appeal Applies to All Units at Ashland Apartments .....15

Conclusion .....17

**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

---

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

---

[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

> Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
> Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated
>
> Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

James W. Poradek (#0290488)
Abigail Hanson (#0402944)
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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

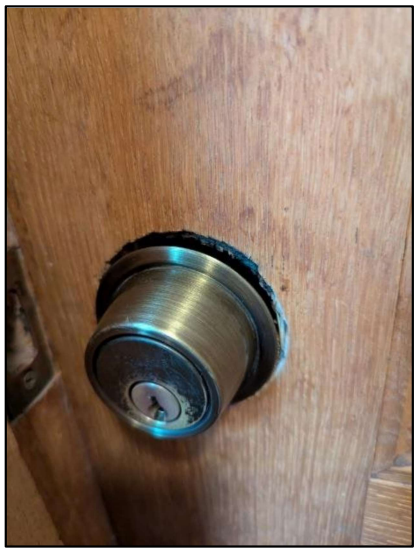
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

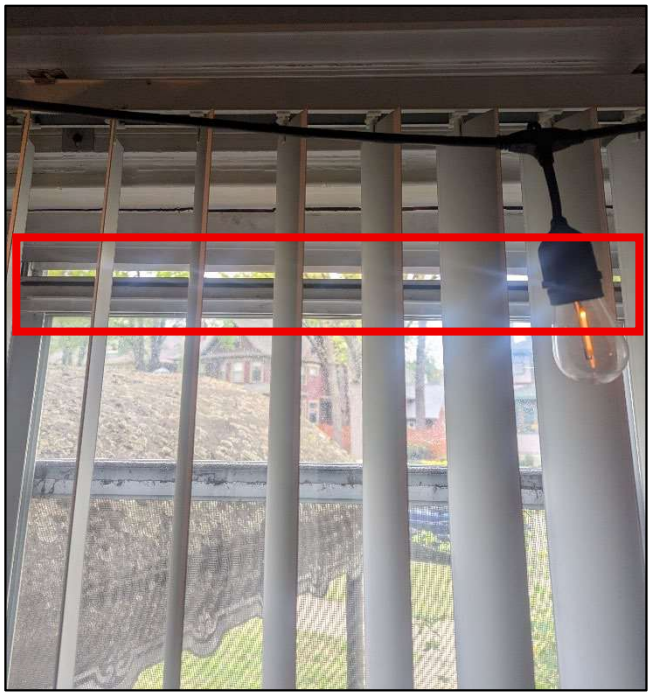


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

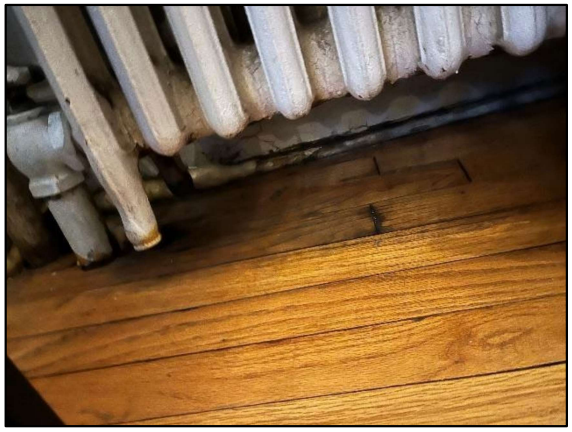
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

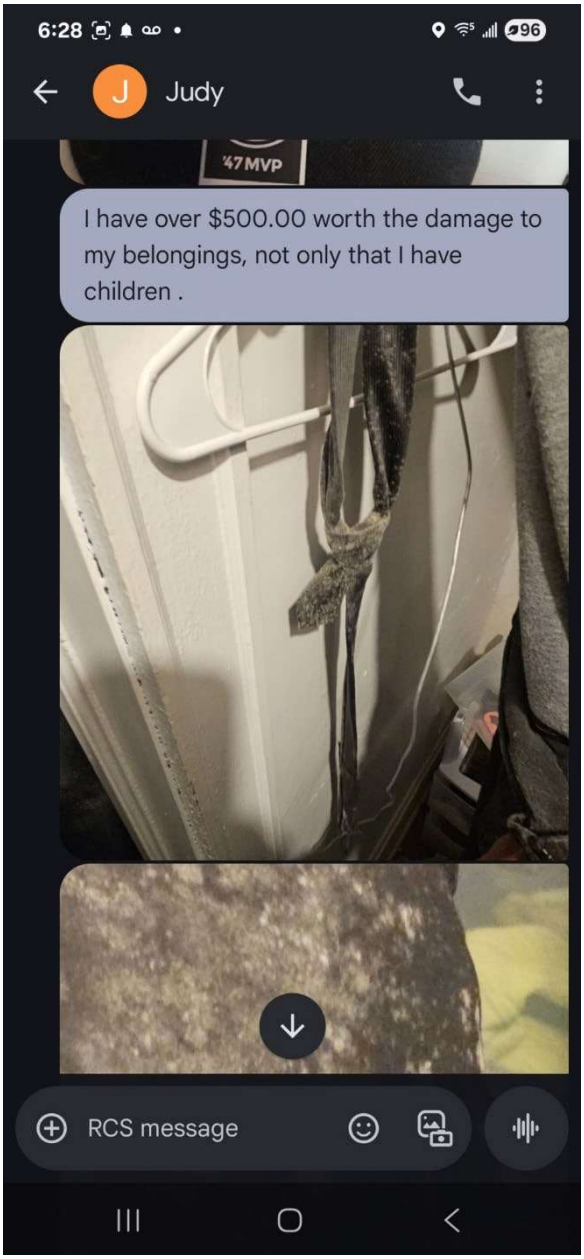


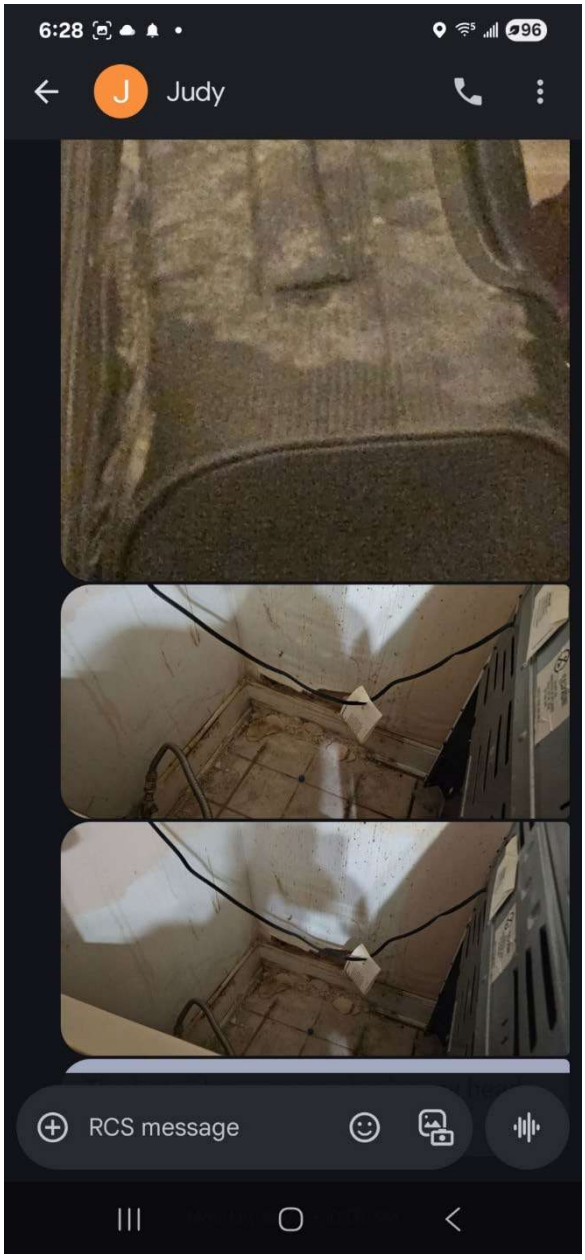
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

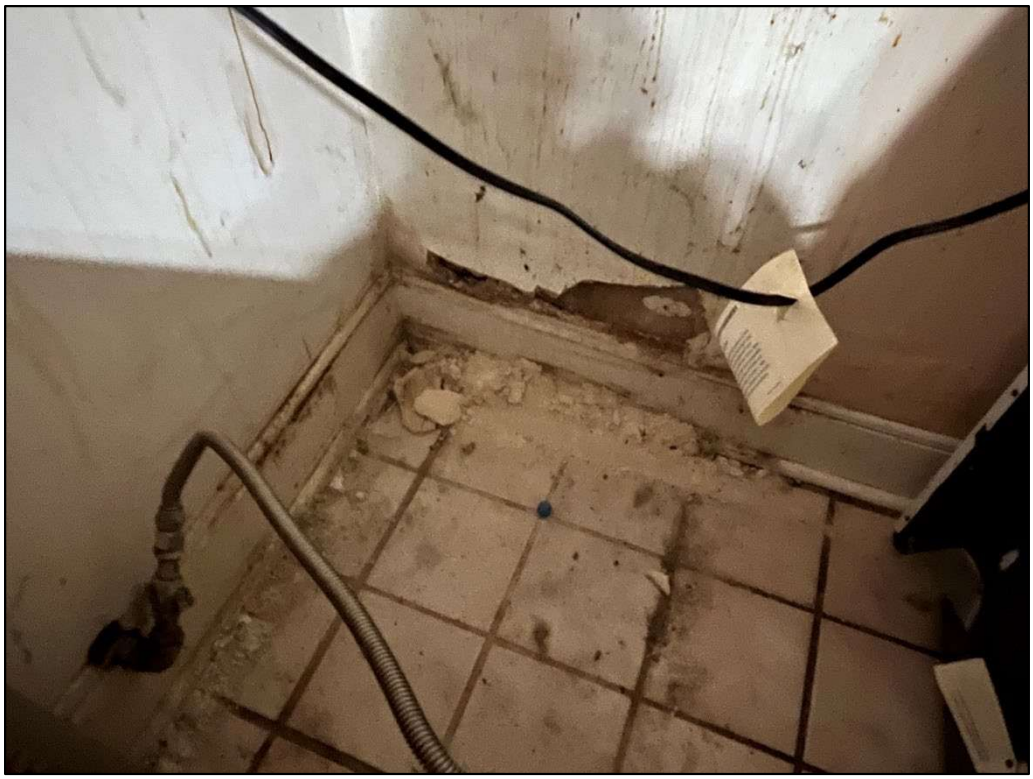

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











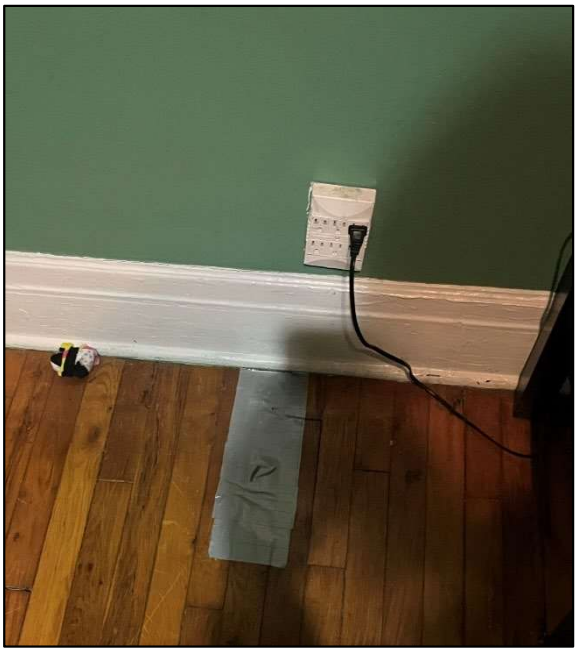


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







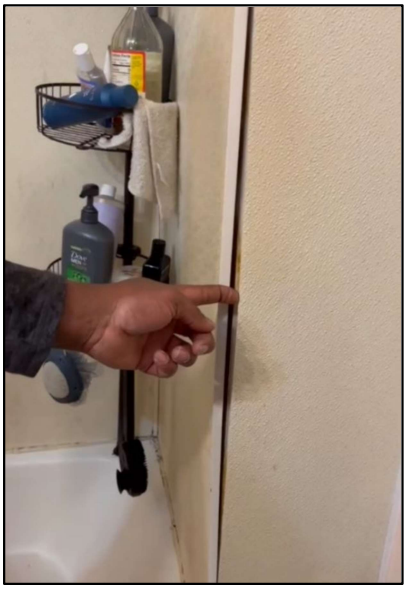


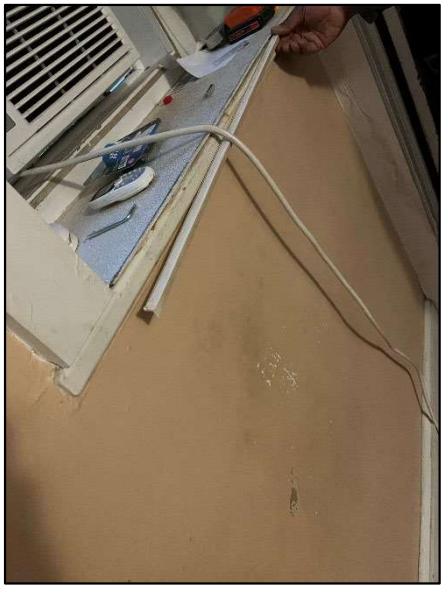




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

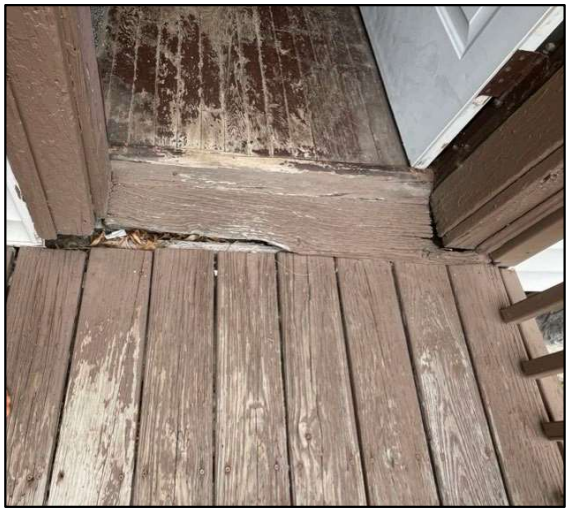
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

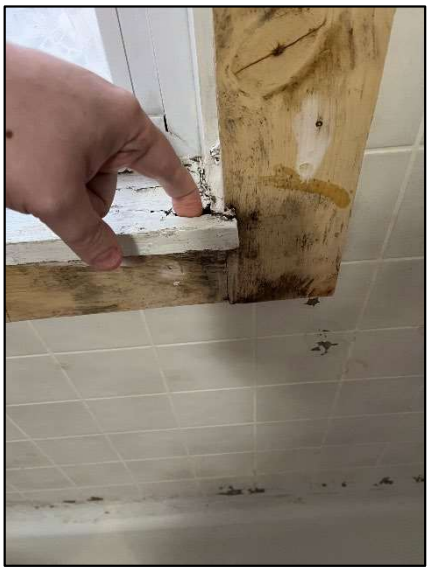
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





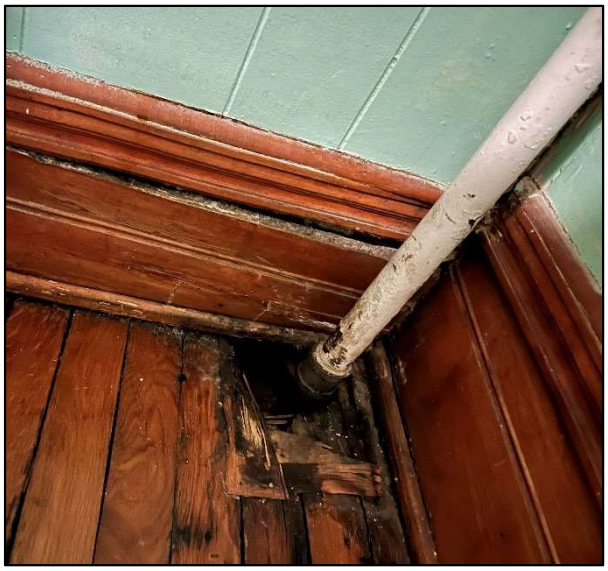
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

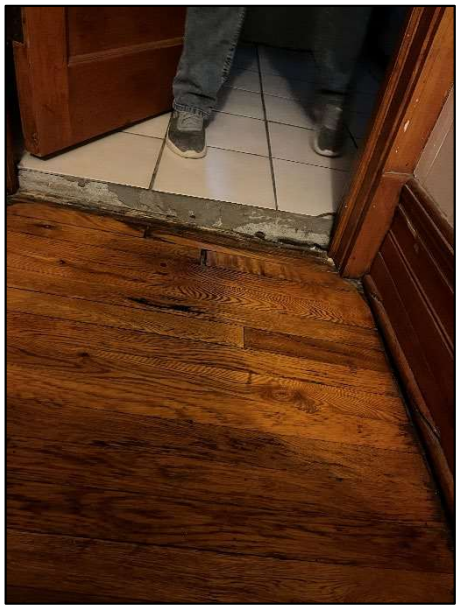






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a “step” between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





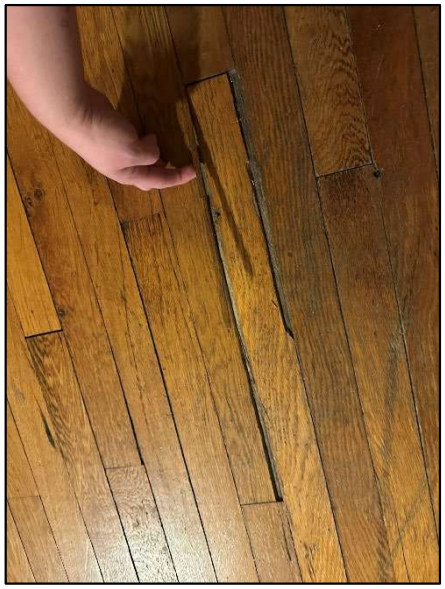








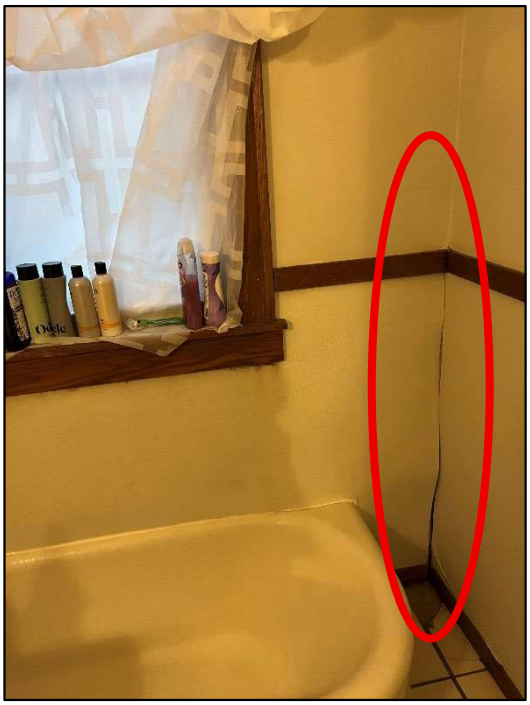




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

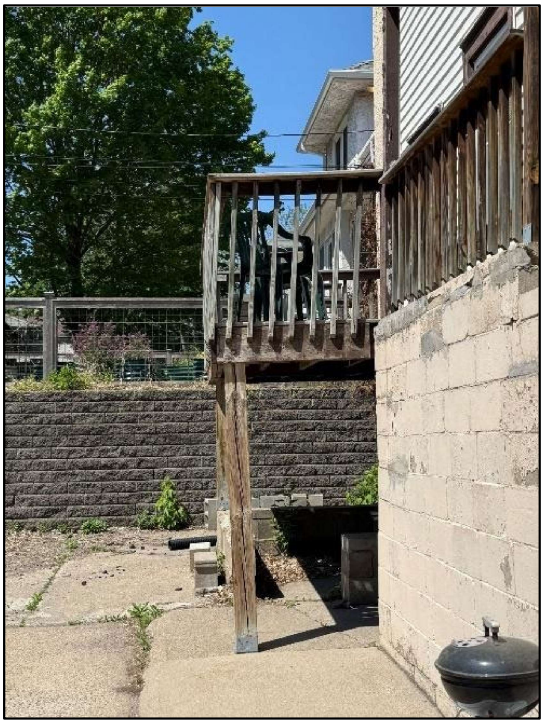
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

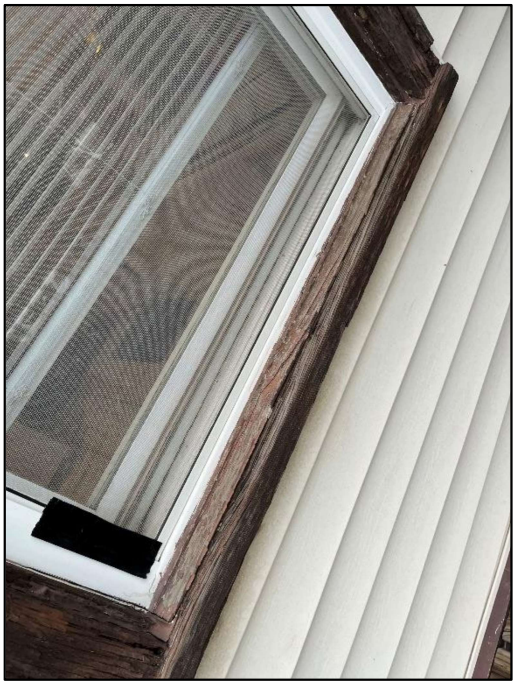
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

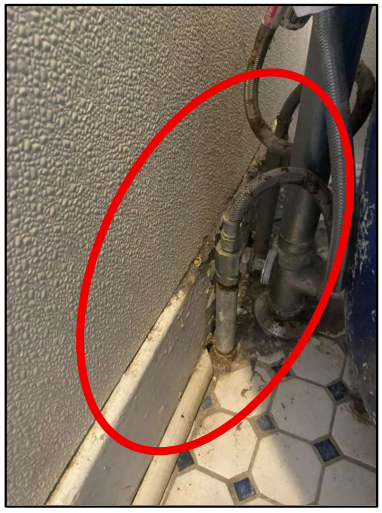
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

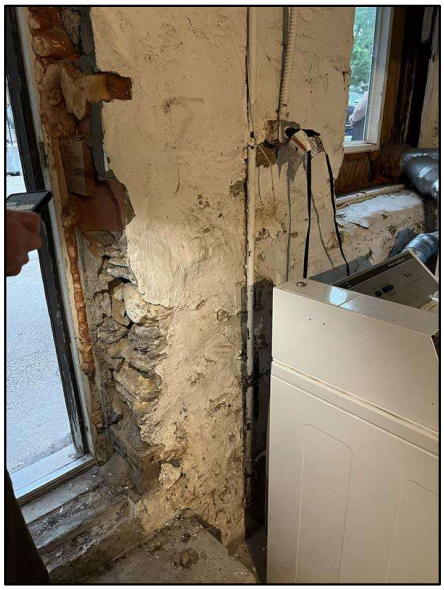
July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



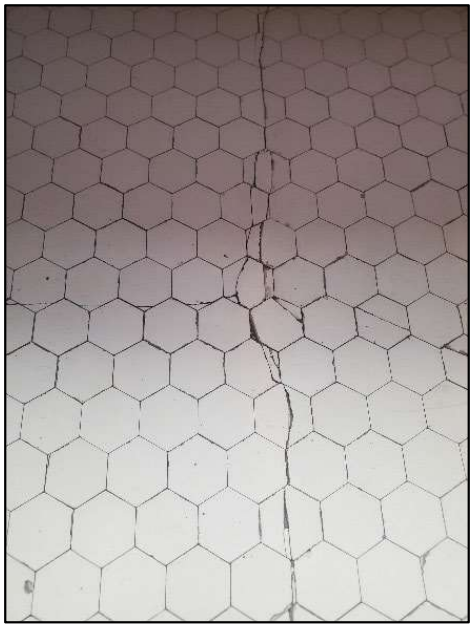
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





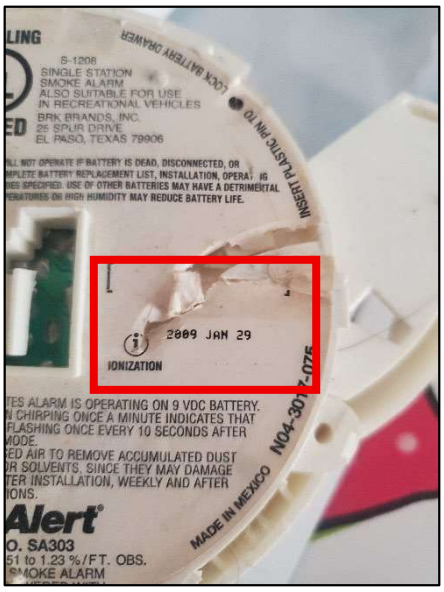








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

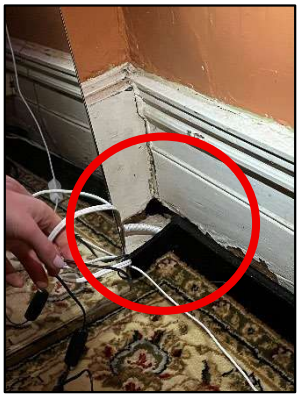




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

## Attachment – Correction Notice

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
|---|---|
| James Poradek; Abigail Hanson; Emily Curran<br>Name | Name |
| 275 East 4th Street, Suite 590<br>Postal Address | Postal Address |
| Saint Paul / MN / 55101<br>City / State / Zip Code | City / State / Zip Code |
| 651-391-8393<br>Telephone Number | Telephone Number |
| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

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| 275 East 4th Street, Suite 590<br>Postal Address | Postal Address |
| Saint Paul / MN / 55101<br>City / State / Zip Code | City / State / Zip Code |
| 651-391-8393<br>Telephone Number | Telephone Number |
| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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| James Poradek; Abigail Hanson; Emily Curran<br>Name | Name |
| 275 East 4th Street, Suite 590<br>Postal Address | Postal Address |
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PLAINTIFF/PETITIONER, Self-represented

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

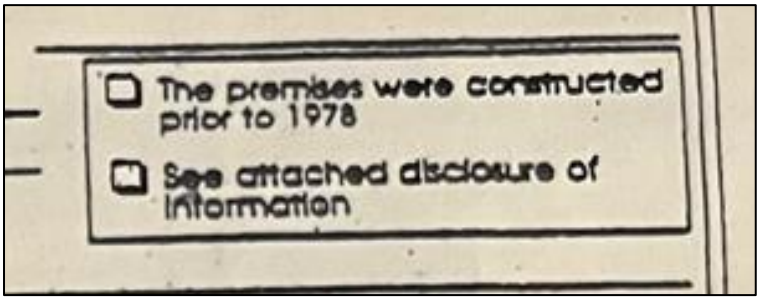
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

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October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

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Bathroom- leaking in pipe above sink at ceiling level.

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Laundry room- Junction box cover missing at ceiling level.

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If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~MN~~ 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

1789

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Scrape and repaint all flaking exterior paint |
| | -pressure wash awnings |
| | -patch all foundation cracks |
| | -Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | -Fill all sidewalk cracks |
| | -repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**CFO Key**
**Inspector Signature** KD / #17
**Reinspection Date** ~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 1790

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul mn 55105 |
| **Owner Phone** | 651-769-9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD #17 |
| **CFO Key** | | **Reinspection Date** | 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-16

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RSA 25-16 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 942 ASHLAND AVENUE,UNIT 10. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Autumn Buel, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 10.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 942 Ashland Ave Unit 10.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing

**Financials Included?:**

Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:**

**Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us

**Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council Ward 1 | 09/10/2025 | | |

**Action Text:** Referred to the City Council Ward 1 due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant*

*health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the*

*capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a*

*1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair*

*access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't*

*dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the*

*first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting,*

*and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google*

*black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for*

*your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We*

*also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to*

*join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-16**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Autumn Buel, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 10.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Autumn Buel, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 10., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer;s recommendation is to deny the appeal, noting the appeal pertains only to the appellant, Autumn Buel and not to future tenants of her unit; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
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PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

RECEIVED
JUN 11 2025
CITY CLERK

Saint Paul City Council – Rent Stabilization
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, MN 55102
651-266-8568

***We need the following to process your appeal:***

- [X] $25 filing fee (non-refundable (payable to the City of Saint Paul
- [X] Copy of the Department of Safety & Inspections Determination Letter
- [ ] * Attachments you may wish to include
- [X] This appeal form completed
- [ ] Walk-In [X] Email [ ] US Mail

*attachments will be forthcoming

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

*DATE:* July 17, 2025

*TIME:* 1:00 p.m.

***LOCATION OF HEARING:***
Room 330 Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

## *Address Being Appealed:*

| 942 Ashland Ave., Unit 10 | Saint Paul, MN | 55104 |
|---|---|---|
| Number & Street & Unit Number (if appliable) | City & State | Zip Code |

## *Appellant:*

| Autumn Buel | ahanson@hjcmn.org (attorney) |
|---|---|
| Appellant Name | Email |
| | 651-391-8393 (attorney) |
| Preferred Phone Number | Alternate Phone Number |
| Autumn Buel 6/11/2025 | Tenant |
| Signature & Today's Date | Is Appellant: Property Owner/ Manager *OR* Tenant ? |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| Property Owner Name | Email |
| | |
| Preferred Phone Number | Alternate Phone Number |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*
Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year (2019)** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.
http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| **Annual Total** | | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

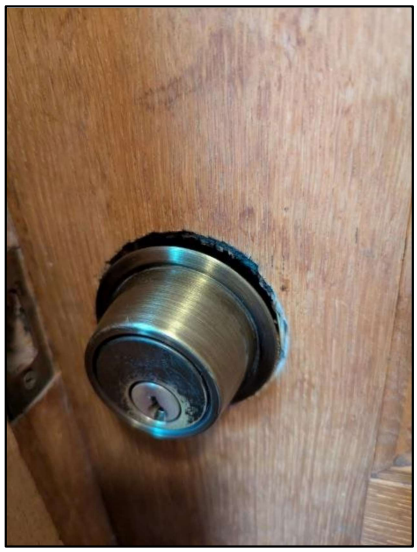
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

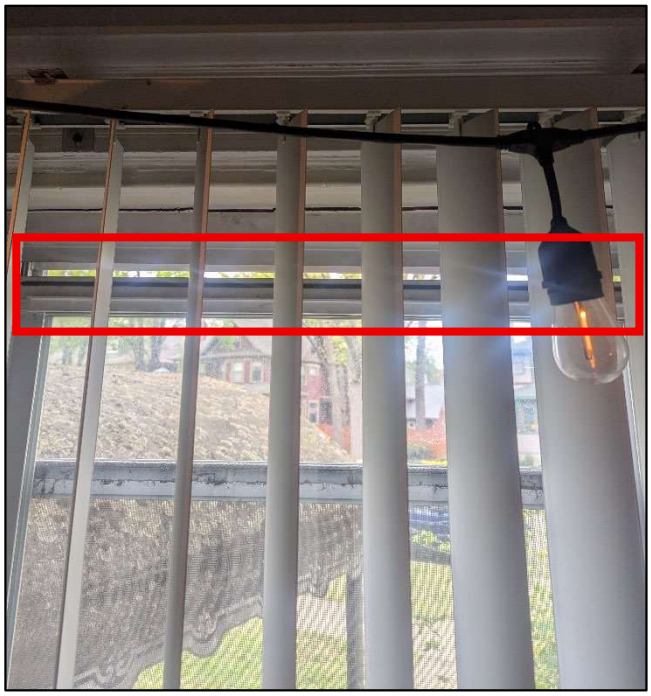


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

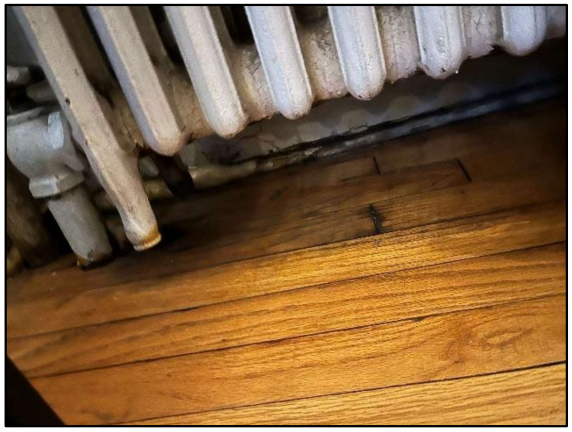
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *<u>/s/ Jill Ackerman</u>*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

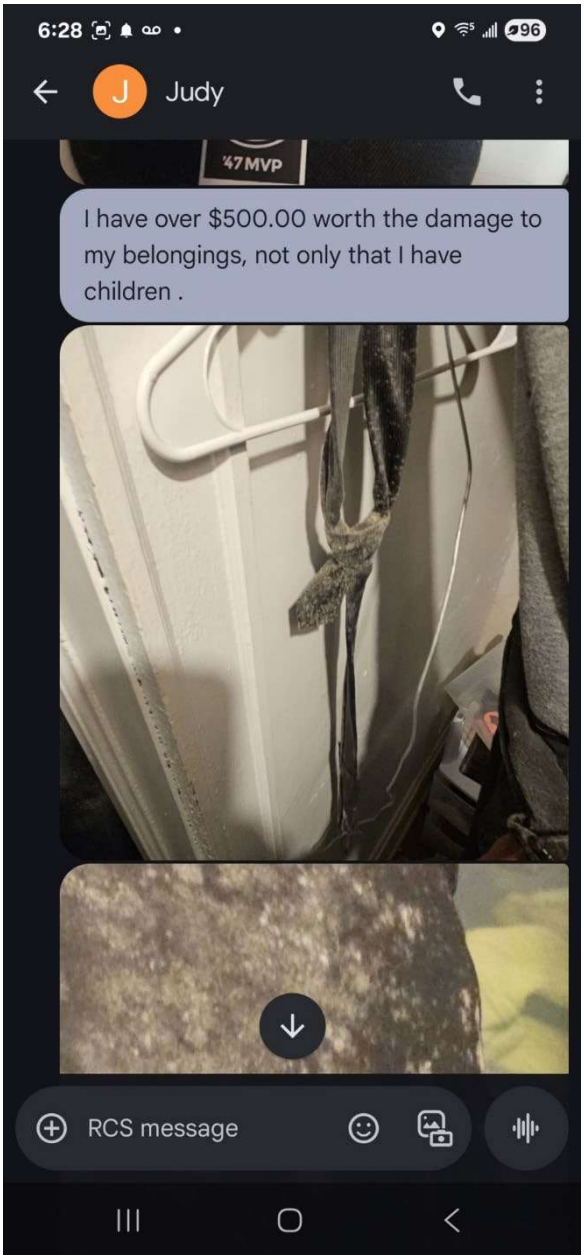


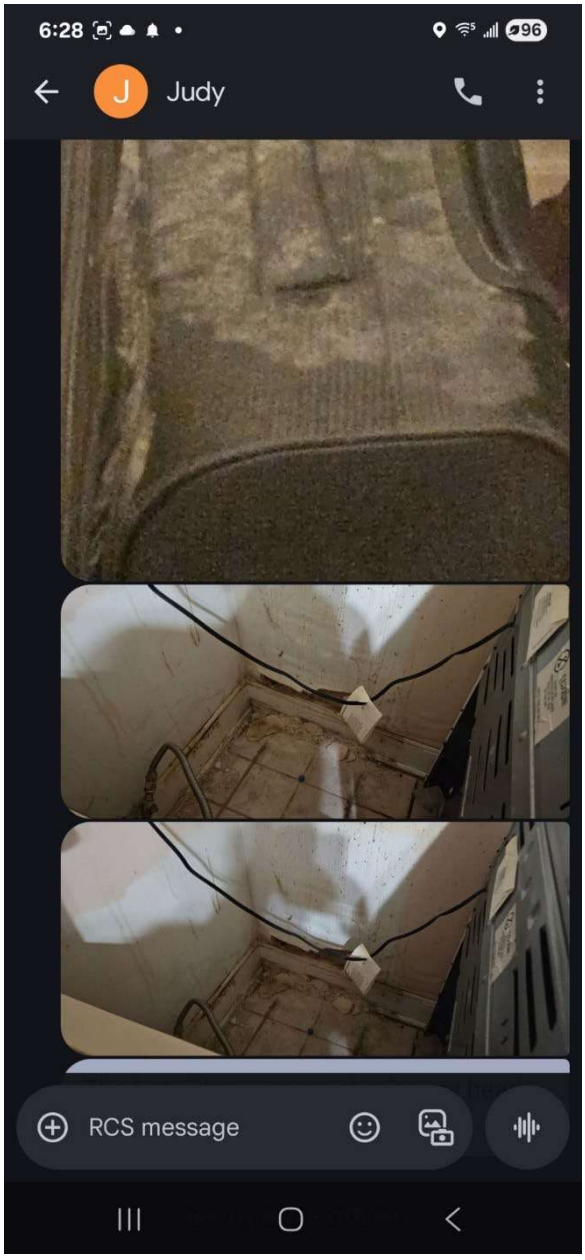
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

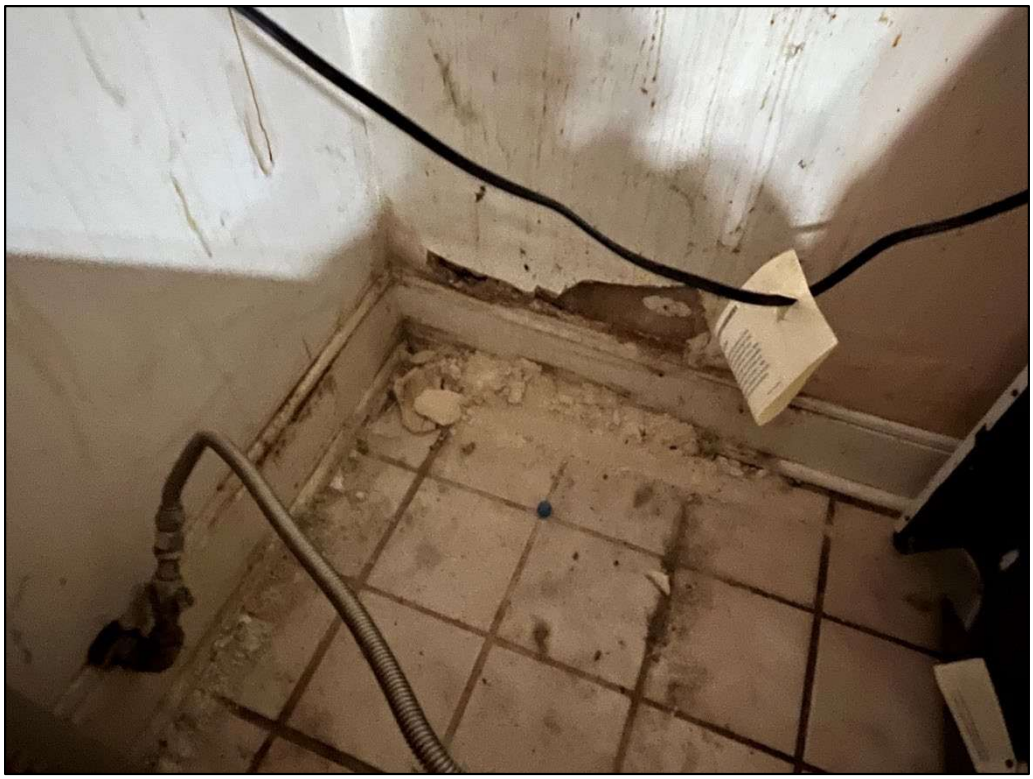

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











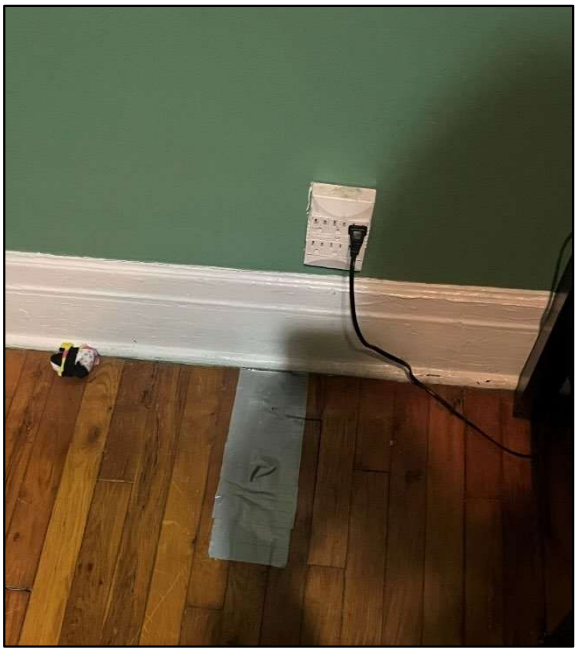


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







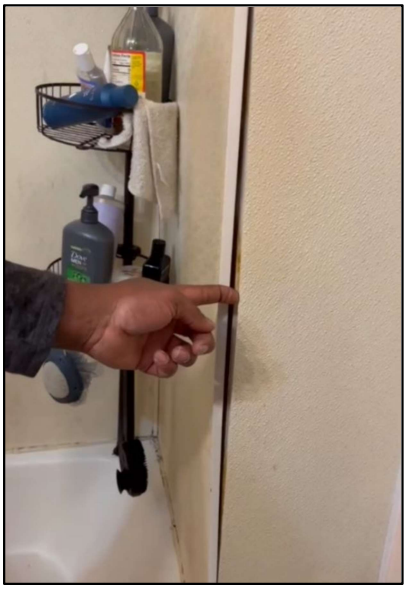


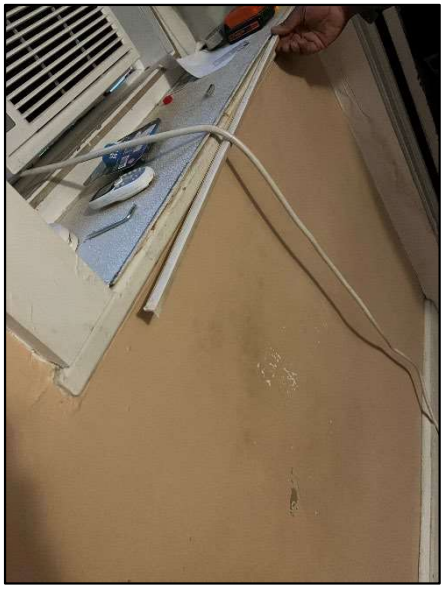




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

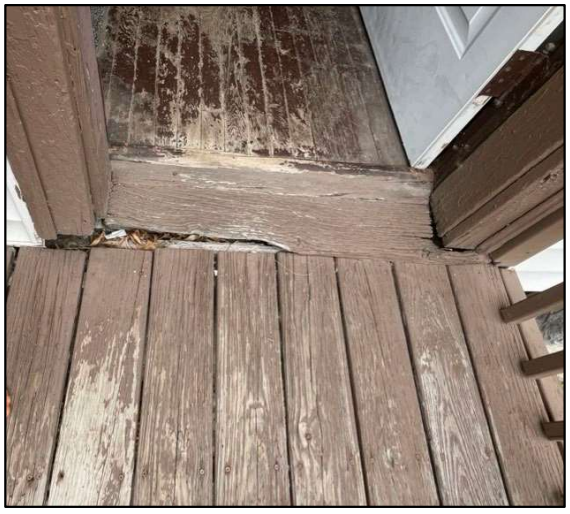
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

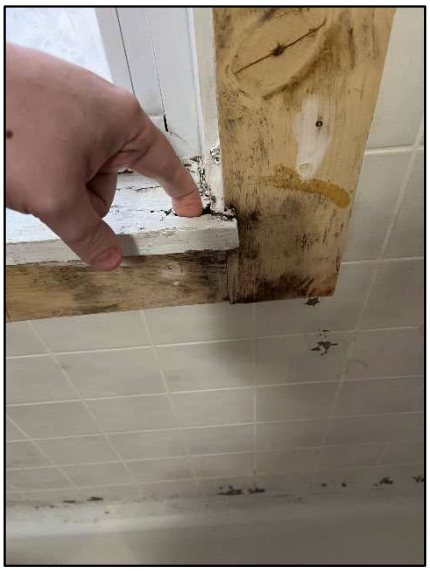
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





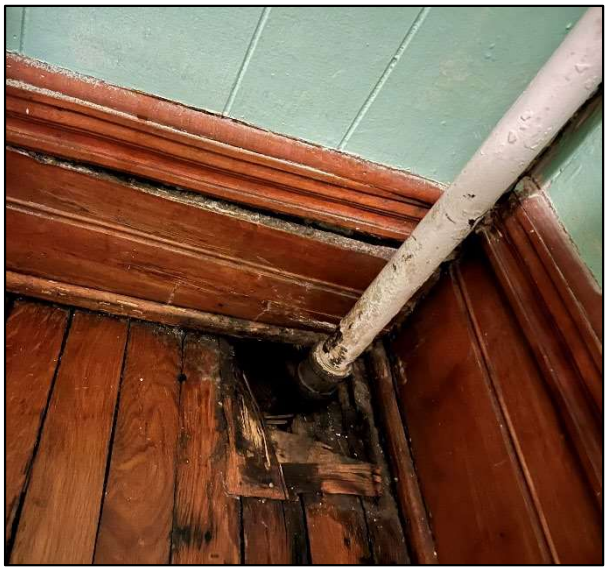
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

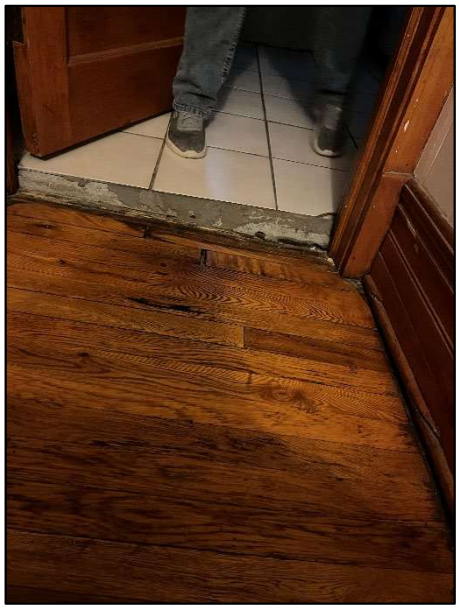






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a “step” between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





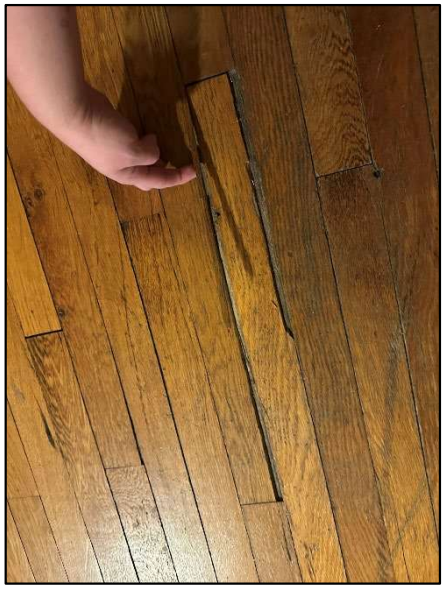








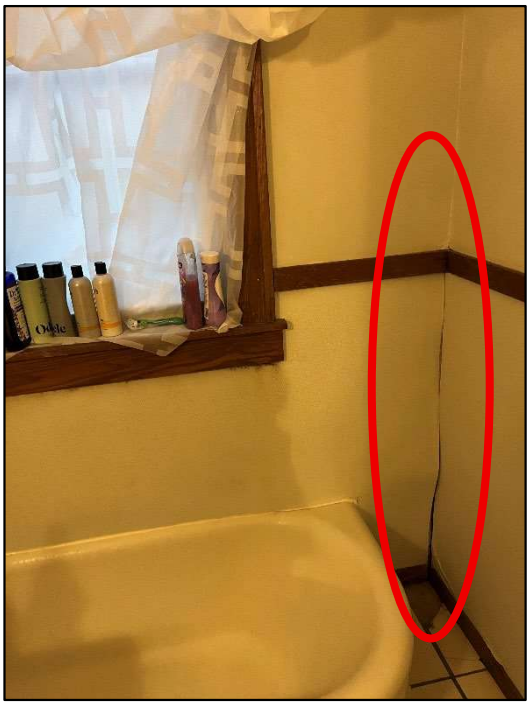


The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

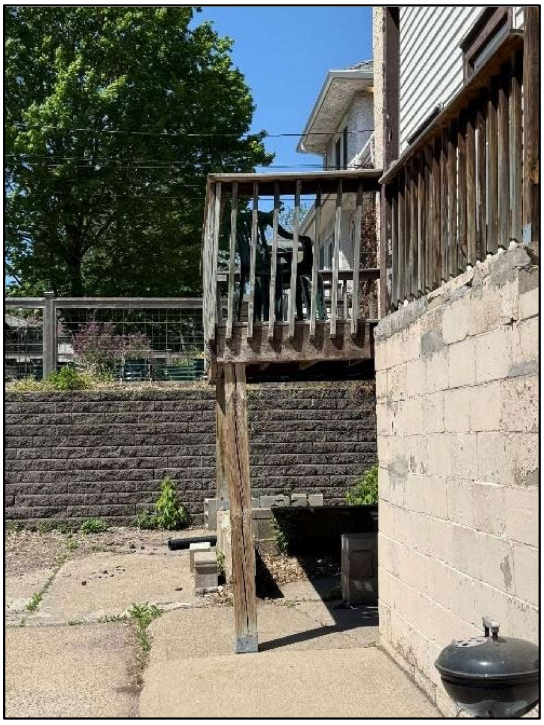
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

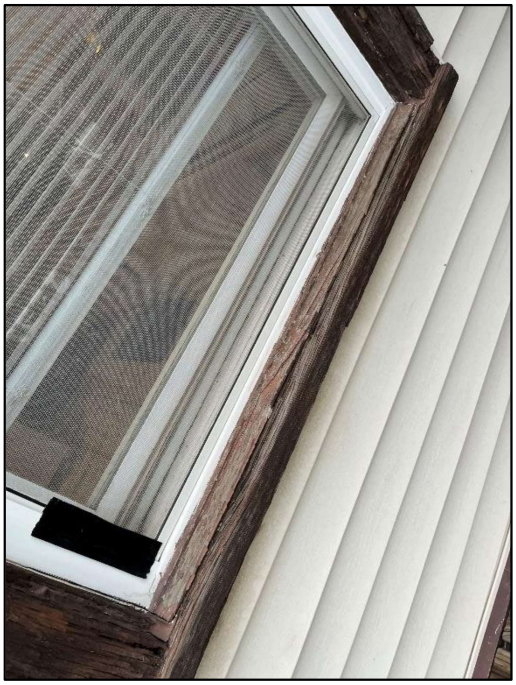
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *__/s Jessica Skaare__*

Jessica Skaare

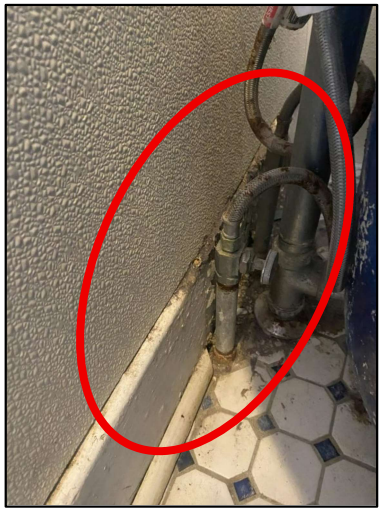
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



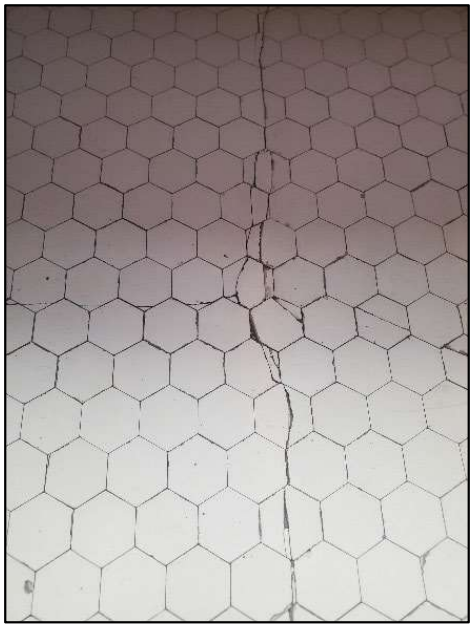
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





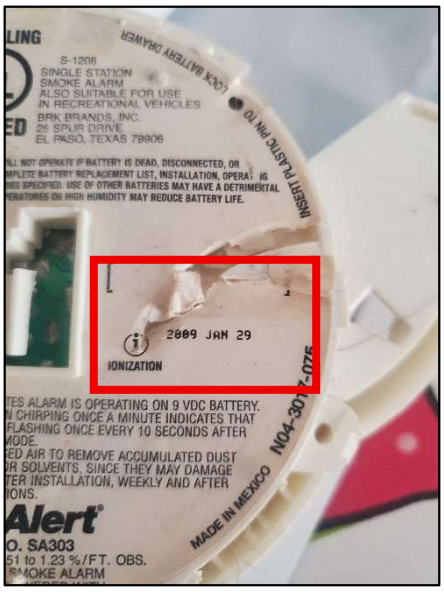








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

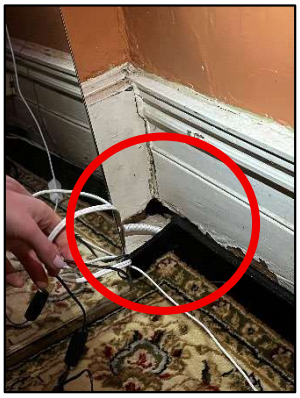




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated

Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

_____
Plaintiff / Petitioner (first, middle, last)

and

_____
Defendant / Respondent (first, middle, last)

# Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
|---|---|
| James Poradek; Abigail Hanson; Emily Curran<br>Name | Name |
| 275 East 4th Street, Suite 590<br>Postal Address | Postal Address |
| Saint Paul / MN / 55101<br>City / State / Zip Code | City / State / Zip Code |
| 651-391-8393<br>Telephone Number | Telephone Number |
| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

**State of Minnesota** **District Court**

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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

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## Certificate of Representation and Parties

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| 651-391-8393<br>Telephone Number | Telephone Number |
| jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org<br>Email Address | Email Address |
| Poradek: 0290488; Hanson: 0402944; Curran: 0506150<br>Minnesota Attorney License Number | Minnesota Attorney License Number |

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

(Attach additional sheets for additional attorneys/parties)

Note: If either Plaintiff/Petitioner or Defendant/Respondent gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (<u>all</u> identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord <u>did</u> receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

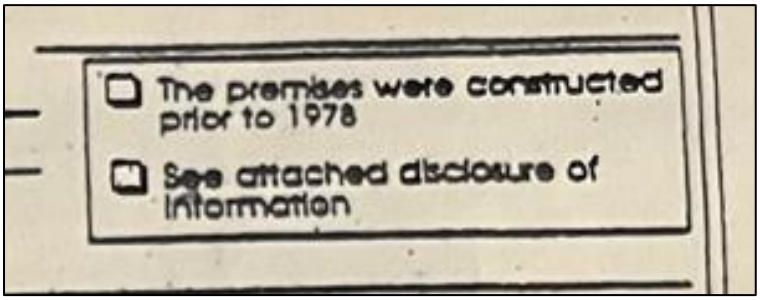
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

**ATTACHMENT 1**

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

---

**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

---

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Stt~~ MN 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2029

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

2030

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | *Scrape and repaint all flaking exterior paint |
| | *pressure wash awnings |
| | *patch all foundation cracks |
| | *Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | *Fill all sidewalk cracks |
| | *repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**CFO Key**
**Inspector Signature** KD / #17
**Reinspection Date** ~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2031

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hand SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17

**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2032

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org



DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-15

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RSA 25-15 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 942 ASHLAND AVENUE, UNIT 11. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Samuel Perkins & Chloe Cable, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 11.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 942 Ashland Ave Unit 11.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing

**Financials Included?:**

Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:**

**Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us

**Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant*

*health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the*

*capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a*

*1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair*

*access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't*

*dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the*

*first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting,*

*and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google*

*black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for*

*your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We*

*also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to*

*join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-15**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Samuel Perkins & Chloe Cable, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 11.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Samuel Perkins & Chloe Cable, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 11., the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

RECEIVED
JUN 11 2025
CITY CLERK

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

***We need the following to process your appeal:***

- [X] **$25 filing fee (non-refundable (payable to the City of Saint Paul**
- [X] **Copy of the Department of Safety & Inspections Determination Letter**
- [ ] * **Attachments you may wish to include** **attachments will be forthcoming*
- [X] **This appeal form completed**
- [ ] **Walk-In** [X] **Email** [ ] **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m.

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 944 Ashland Ave Apt 11 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Samuel Perkins & Chloe Cable | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Sam Perkins 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/11/25 | |

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**Housing Justice Center, Northwestern Building, 275 Fourth Street East, Suite 590, Saint Paul, MN 55101**
**651.391.8393 • ahanson@hjcmn.org**

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*
Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year (2019)** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| | **Annual Total** | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | **Base Year 2019** | **Current Year 2024** |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant<br>**Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| ☐ 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

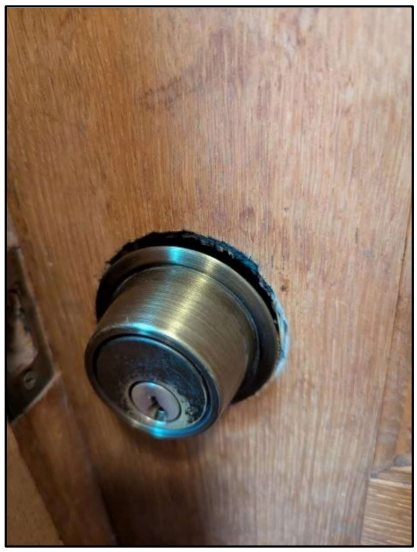
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

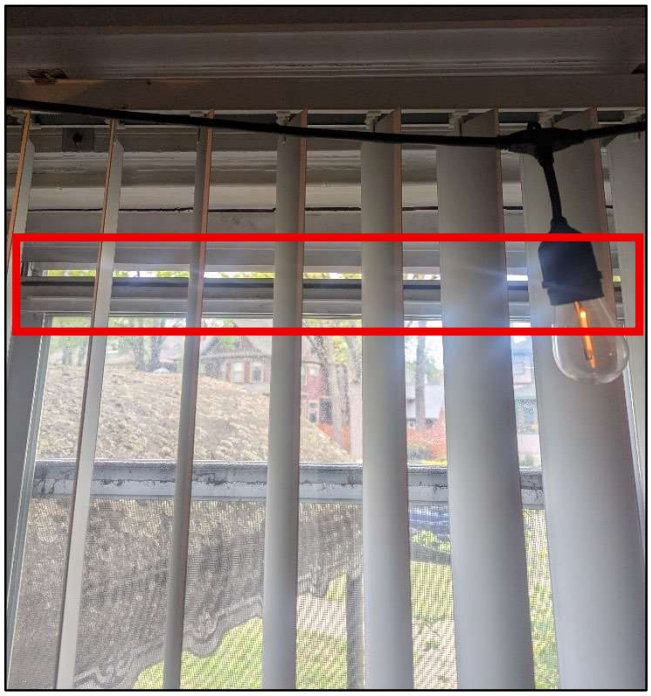


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

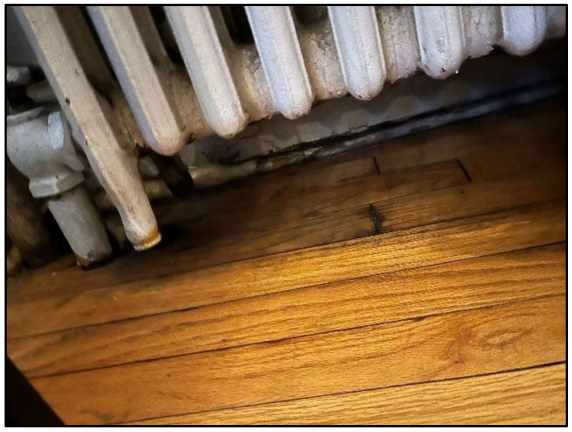
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *<u>/s/ Jill Ackerman</u>*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

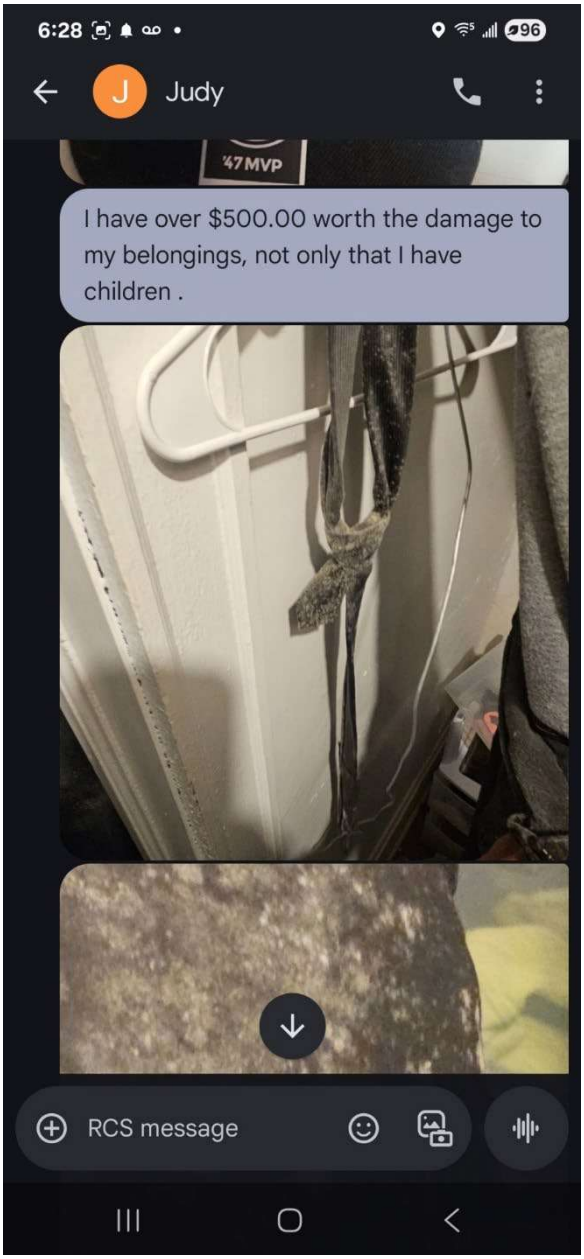


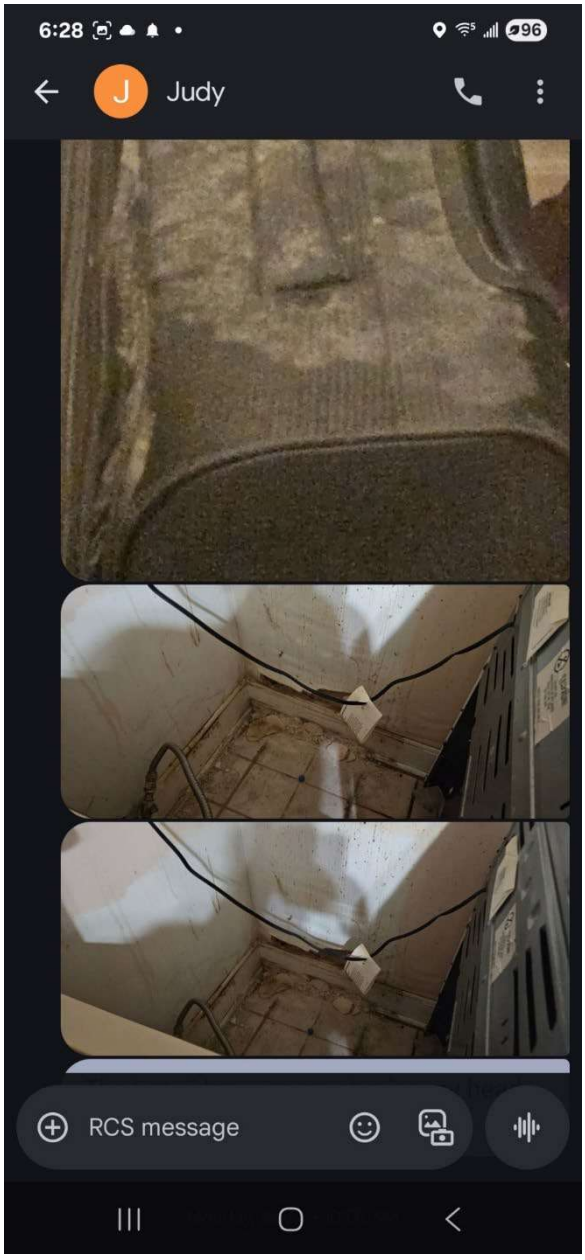
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

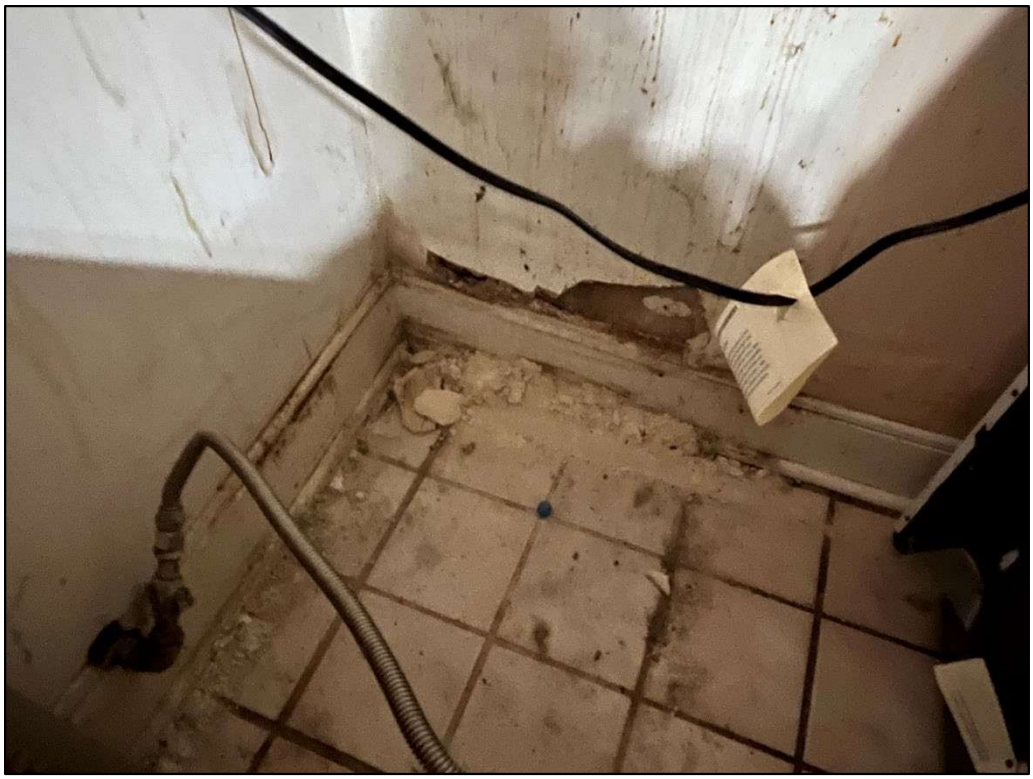

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











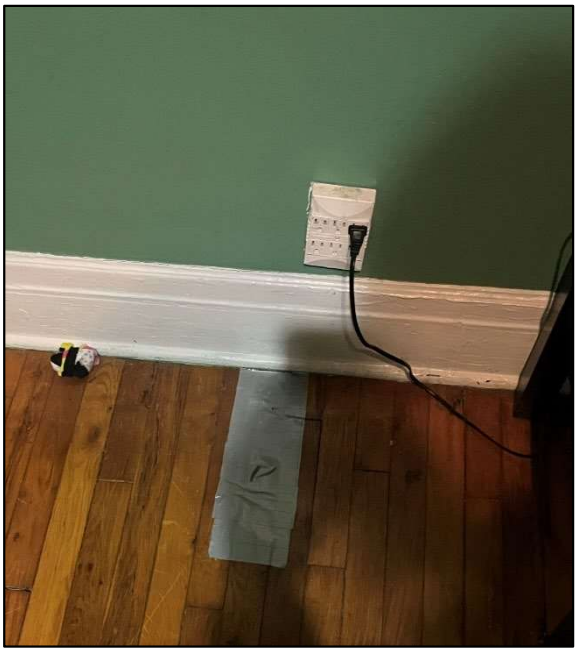


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







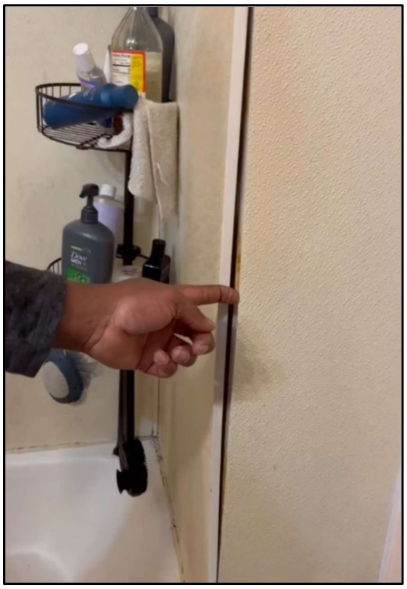


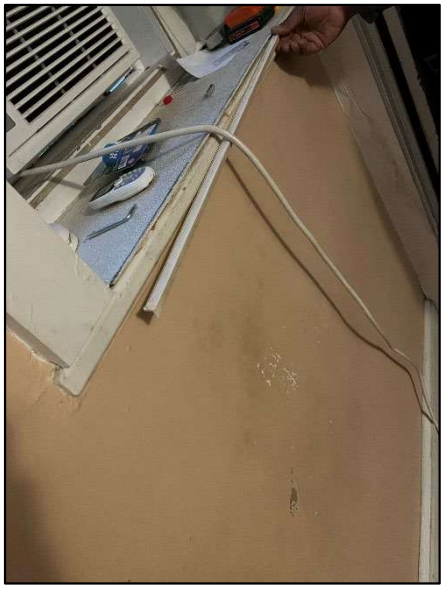




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

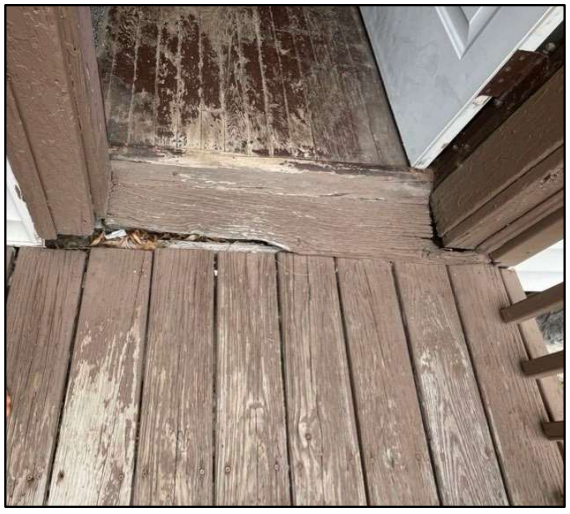
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

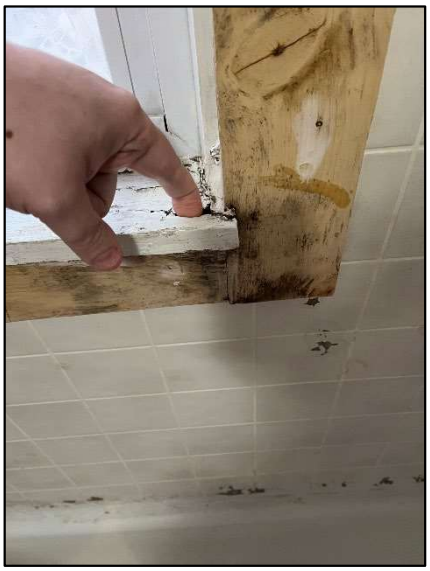
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





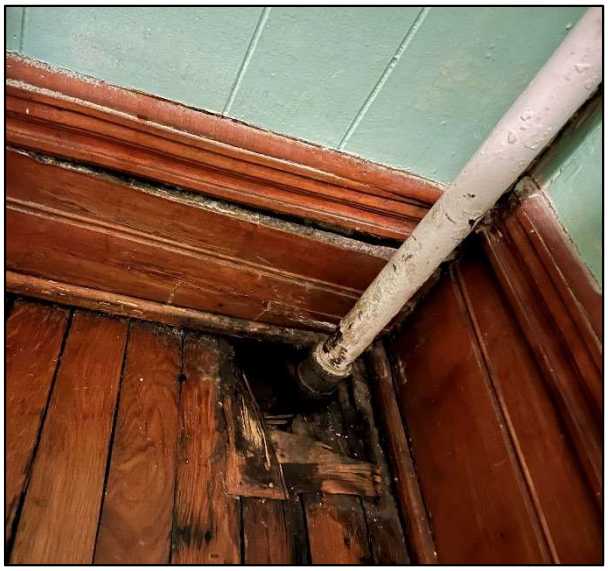
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

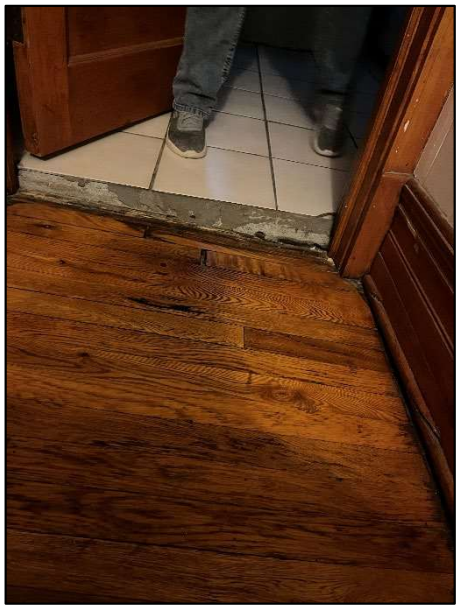






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a “step” between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





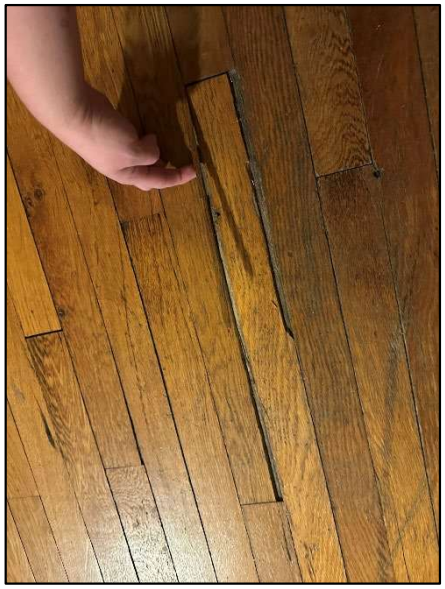








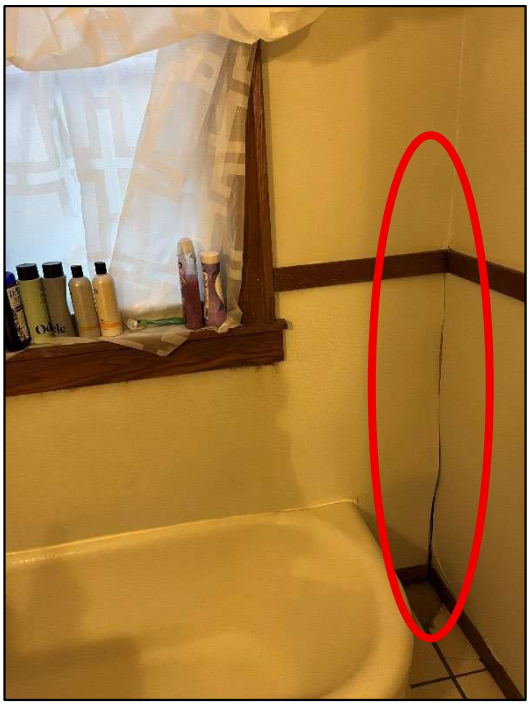


The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

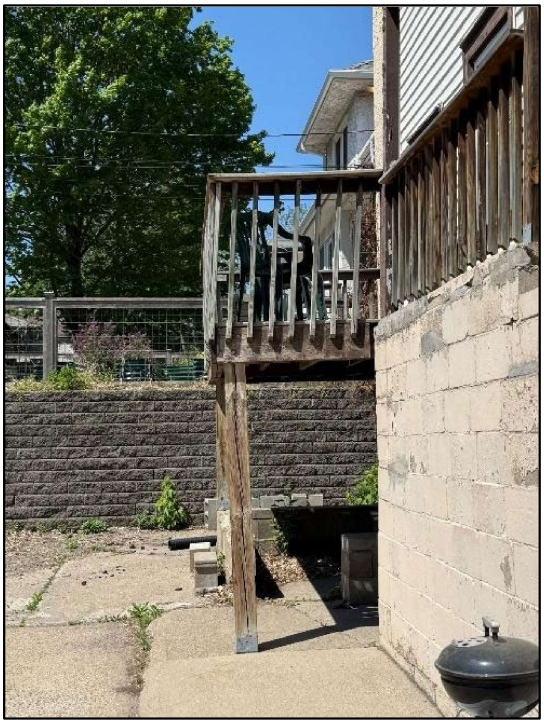
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

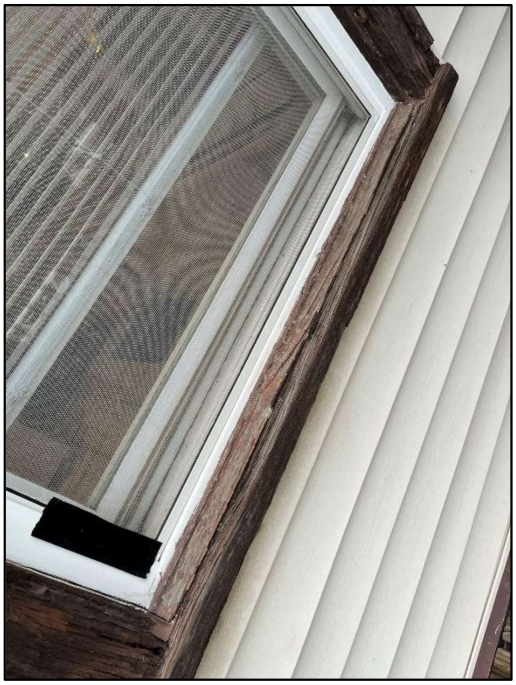
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

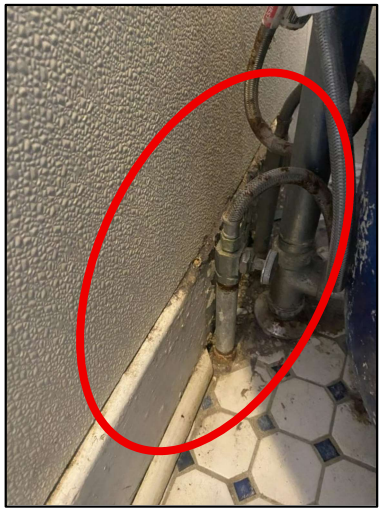
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



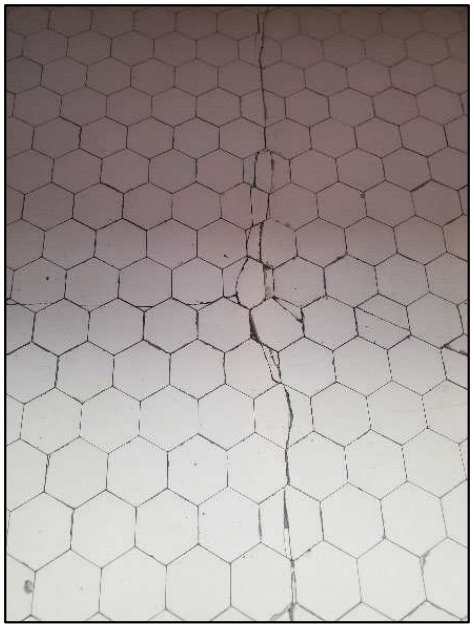
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





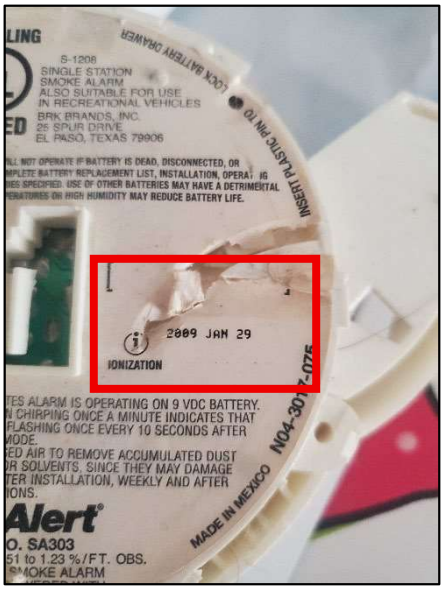








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

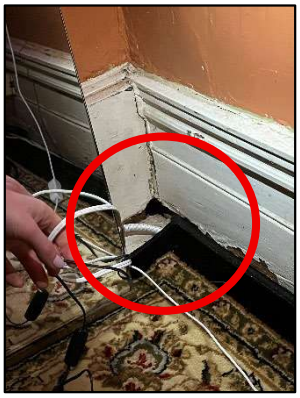




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161 .....2

II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must be Considered in Any Grant of an Exception to the Rent Cap .....9

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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

---

[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated

Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
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Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

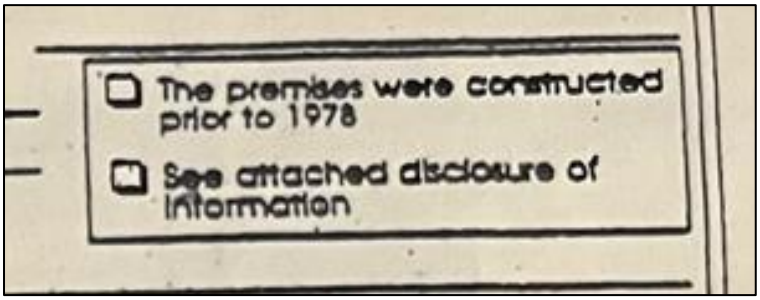
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing

Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

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Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Minn~~ mn 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

2270

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul, mn 55105
**Owner Phone** 651-269-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Scrape and repaint all flaking exterior paint |
| | -pressure wash awnings |
| | -patch all foundation cracks |
| | -Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | -Fill all sidewalk cracks |
| | -repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature**

**Occupancy Type**
**CFO Key**
**Inspector Signature** KD / #17
**Reinspection Date** ~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2271

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17
**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2272

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RSA 25-17

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RSA 25-17 | **Type:** | Resolution LH Rent Stabilization Appeal | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 06/17/2025 |
| **File Name:** | 942 ASHLAND AVENUE,UNIT 12. | | | **Final Action:** | |

**Title:** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Lillian Johnson & Eleanor Rowen, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 12.

**Notes:**

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie

**Enactment Date:**

**Attachments:** RSA Ashland Appeal LHO Recommendation 9-4-2025, 934, 938 & 942 Ashland Ave.Minutes.7-17-25, 942 Ashland Ave Unit 12.Appeal Form.6-11-25, 934, 938 & 942 Ashland Ave HJC Appeal Statement.6-12-25, 934, 938 & 942 Ashland Ave.HJC Appeal Attachment.6-12-25, 934, 938 & 942 Ashland Ave.Request Increase Form.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-11-25, 934, 938 & 942 Ashland Ave.MNOI.4-21-25, 934, 938 & 942 Ashland Ave.DSI Determination.4-28-25, 934, 938 & 942 Ashland Ave.LH Scheduling Ltr-Day.6-24-25, 942 Ashland Ave Units 8, 9, 10, 11 & 12 LH Scheduling Ltr HJC.6-24-25, 934, 938 & 942 Ashland Ave.Email Chain Vang-Hanson.7-9-25, 934, 938 & 942 Ashland Ave.HJC Appellant Declarations.7-9-25, 934, 938 & 942 Ashland Ave.Appellant Memorandum.7-10-25, 934, 938 & 942 Ashland Ave.HJC Certificates of Representation.7-9-25, 934, 938 & 942 Ashland Ave.HJC Exhibit 1-Expert Rpt John Trostle.7-7-25, 942 Ashland Ave.Video Trostle shaking upper rear balcony.6-4-25, 934, 938 & 942 Ashland Ave.HJC Supplemental Submission.8-1-25, 934, 938 & 942 Ashland Ave.Larkin-Hoffman-Owner Supplemental Submission.8-14-25, 934, 938 and 942 Ashalnd Ave-Appellants' Supplemental Submission re Landlord response 8-19-25, 934, 938 and 942 Ashland Ave-Flooding Problems Video 1. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems. Video 2. 8-19-25, 934, 938 and 942 Ashland Ave- Flooding Problems Video 3. 8-19-25, 934 938 942 Ashland Ave.Fire C of O Orders.Inspection 9-4-25, 934, 938 and 942 Ashland Ave- Objection to the Hearing

**Financials Included?:**

Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 Email from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25

**Contact Name:**

**Hearing Date:**

**Entered by:** janie.vang@ci.stpaul.mn.us

**Ord Effective Date:**

## History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Rent Stabilization Appeal Hearings | 07/17/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant*

*health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case, there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our second area, the*

*capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a*

*1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair*

*access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done, so the "other shoe" hasn't*

*dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the*

*first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting,*

*and the washer left my clothes covered in lint, that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google*

*black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for*

*your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We*

*also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to*

*join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows, older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again w*

**Text of Legislative File RLH RSA 25-17**

Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Lillian Johnson & Eleanor Rowen, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 12.

WHEREAS, in the matter of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenants, Lillian Johnson & Eleanor Rowen, to a Rent Stabilization Determination at 942 ASHLAND AVENUE, UNIT 12, the Legislative Hearing Officer has reviewed the appeal and considered the testimony of City staff and the appellant;

WHEREAS, the Legislative Hearing Officer's recommendation is to deny the appeal; Now, Therefore, Be It

RESOLVED, that the Saint Paul City Council hereby accepts and adopts the Legislative Hearing Officer's recommendation in this matter.

**CITY OF SAINT PAUL**
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@stpaul.gov
& rentappeals@stpaul.gov
PHONE: 651-266-8585 FAX: 651-266-8574

September 4, 2025

Abbie Hanson, James Poradek & Emily Curran
Housing Justice Center
275 Fourth Street East, Ste. 590
Saint Paul, MN 55101

VIA EMAIL: ahanson@hjcmn.org, jporadek@hjcmn.org & ecurran@hjcmn.org

RE: Rent Stabilization Determination Appeals for 934 Ashland Avenue – Units 1 & 2; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12

Dear Mr. Poradek, Ms. Hanson and Ms. Curran;

Your clients' appeals of the Department of Safety & Inspections (DSI) staff determination on requested exception to rent cap of 3% are all addressed in this letter: 934 Ashland Avenue – Units 1 & 5; 938 Ashland Avenue – Unit 6; and 942 Ashland Avenue – Units 8, 9, 10, 11 & 12. Application for the exception was made by Scott Day, who has a power of attorney to act on behalf of the owner, Judith Day, his mother. The reasons provided by Mr. Day for the exception were 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in the number of tenants occupying a rental unit. DSI staff reviewed the request for this exception and determined it qualified under Section 193A of the Saint Paul Legislative Code (SPLC). They determined allowable increases for all units at 28.5% for 938 and 942 Ashland Avenue, and 52.2% for both units in 934 Ashland Avenue.

Although leases were not requested or presented in the appeal process, rent increases can be roughly estimated based on HJC submissions. The 28.5% increase would take rents for the affected units from approximately $900-$1,200 to approximately $1,150 - $1,550. If the current rent for the units with an approved increase of 52.2% is roughly the same as the others, the increases would put the rent in the range of $1,390 to $1,860.

Housing Justice Center (HJC) requests that the City Council determine no rent increase is justifiable. They contend the buildings do not meet the implied warranty of habitability in accordance with Minn. Stats. § 504B.161. Therefore, the rent increase application should not be approved under SPLC 193.06(c). The appeal did not contest staff review of the 4 items listed above beyond a connection to this argument.

HJC indicated that although they do not represent all tenants in the building, the result of the Council's decision on these appeals should apply to all the units in these buildings. The Council can only consider the appeal of the HJC's client tenants and not those of all residents in the building. No documentation was provided to indicate that either HJC or any of the appealing tenants are empowered to represent or act on behalf of other tenants currently in the building. In fact, HJC's certificates of representation list only the tenants named in the appeals. It should also be noted that in

the supporting documentation for the appeal that Amber Buel, 942 Ashland Avenue Unit #10 is relocating. HJC has indicated that the future tenant would be covered by the appeal of the current tenant. Again, there is no information to support a future tenant being party to the appeal of a current tenant. However, the Council's decision on the matter would apply for a period of 1 year, at which time the owner could reapply for an exception. Finally, Ehren Stemme's appeal for 938 Ashland Avenue, Unit 6 has been withdrawn. As such, I recommend the Council dismiss this appeal.

**Sec. 193A.06. Reasonable return on investment.**

(a) The city shall establish a process by which landlords can request exceptions to the limitation on rent increases based on the right to a reasonable return on investment. Rationale for deviations from the limitation on rent increases must take into account the following factors:
(1) Increases or decreases in property taxes;
(2) Unavoidable increases or any decreases in maintenance and operating expenses, including fluctuations in the Consumer Price Index (CPI);
a. *Utilities.* The rental agreement shall establish whether the landlord or tenant is responsible for paying each utility.
1. *Single metered multiunit residential buildings.* For single metered mulitunit residential buildings, a landlord seeking to impose utility payments as a pass through expense under this chapter must follow all conditions established in Minn. Stats. § 504B.215, subdivision 2a.
A. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities as a pass through expense, the landlord must decrease the rent to account for the reduction of the utility operating expense.
2. *Sub metered residential buildings.* For sub metered residential buildings, the lease agreement may require the tenant to contract with the utility service provider directly. If the tenant pays the utility provider directly, the payment to the utility provider shall not be considered rent.
A. A landlord in a sub metered residential building who pays a utility provider directly may impose utility payments as a pass through expense to tenants when the utility costs are directly attributable to the tenant.
B. If the landlord previously paid the tenant's utilities and the landlord changes the rental agreement to require the tenant to pay utilities directly to a provider, the landlord must decrease the rent to account for the reduction of the utility operating expense.
(3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) including, but not limited to, capital improvements necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
(4) Increases or decreases in the number of tenants occupying the rental unit;
(5) Increases or decreases in living space, furniture, furnishings, equipment;
(6) Increases or decreases in other housing services provided, or occupancy rules;
(7) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
(8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement; and
(9) The pattern of recent rent increases or decreases;
a. For purposes of determining recent patterns of increases or decreases in rent in other circumstances, the city shall utilize the Consumer Price Index as the basis for determining a pattern of rent increase.
(b) It is the intent of this chapter that exception to limitation on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.
(c) The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.

**Buildings' Conditions**

DSI staff concluded in their review of the application for an exception to the rent cap that 934, 938 and 940 Ashland Avenue do not have code violations of record which would justify denying the application. They reported the following:

- 934 Ashland Avenue: Fire Certificate of Occupancy (C of O) ***B Rating***. Last inspection June 15, 2023;
- 938 Ashland Avenue: Fire C of O ***C Rating***. Last inspection November 2021; and
- 942 Ashland Avenue: Fire Certificate of Occupancy ***A Rating***. Last inspection October 22, 2021.

Staff also reported there were no calls to DSI with complaints on these properties for investigation, and to staff's knowledge there have been no private actions in district court claiming any of the units are in violation of the warranty of habitability. Notably, documentation provided in the appeals process did show evidence that there may be code violations in the units. In the July 17, 2025, Legislative Hearing the appellants were asked if the same information provided in the appeals process was also provided to DSI for investigation. Appellants confirmed they had not shared information evidencing potential code violations with DSI. When asked if they would like these concerns forwarded to DSI, appellants indicated they would. Similarly, Mr. Day stated he had not been made aware of many building concerns until the notice of the DSI staff determination to allow an increase in rent was sent to the tenants. In follow-up documents, Mr. Day mentioned having had a locksmith at the property recently to do a repair on another unit. Mr. Day mentioned that he was not made aware of the lock issue with 934 Ashland, Unit 1 and indicated that if he had been made aware, he would have addressed both concerns at the same time.

In the July 17, 2025, Legislative Hearing, HJC presented an expert witness, John Trostle who spoke to building conditions to establish the Minnesota implied warranty of habitability. Mr. Trostle indicated that he was *"assessing the conditions of various building components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable and habitable housing."* Some of the property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later. Examples of such items include the water infiltration in the back staircase area of 934 Ashland Avenue and stability of a deck and a balcony area. Other items were worthy of note but did not necessarily constitute a code violation. When asked about whether he concluded the units were uninhabitable, he indicated *"if habitability issues aren't addressed, I would be very concerned about my safety if I lived there and the items remain unaddressed, they would affect habitability. ...I find it difficult to say the tenants must immediately move out."* Mr. Trostle's testimony failed to show that the units were in violation of the warranty of habitability.

Notably, Mr. Trostle is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official. Because Mr. Trostle's report lacked specific findings of code violations and he lacks credentials to make those judgements, the city is left to rely on its inspections and ratings by its credentialled inspectors.

Based on the evidence presented in these appeals, DSI has proactively opened files for full Fire Certificate of Occupancy inspections. Full building inspections addressing the Minnesota Fire Code, Minnesota Building Code, Saint Paul Fire Certificate of Occupancy and Property Maintenance Codes are scheduled for September 4, 2025. If problems are identified within the chapters of the building code, corrections will be required under permit and managed by the City's Building Official. Code violations identified in the inspection report include information on whether a permit is required or

special expertise is required to further evaluate conditions. The appeal records will be updated with inspection results, and recommendations to the Council modified if deemed appropriate.

The Fire Certificate of Occupancy inspection process, including investigation of complaints is the best measure of habitability using established standards in approved codes and is reasonably used by the city as a measure of compliance with the implied warranty of habitability cited in SPLC 193A.06(c).

**Recommendation to City Council**

The matter under appeal is the DSI staff determination which allows for a 52.2% increase in 2 of the appealed units and 28.5%, for the other 6 units. The City Council's role is to decide if staff made the correct determination in permitting the rent increases. I find that staff correctly permitted the aforementioned rent increases using the information reasonably available to them. No effort was made by HJC or any of the building's tenants to have the city investigate concerns, and issue orders if appropriate, nor was evidence presented showing that any tenant brought a private action alleging habitability concerns in district court. The implied warrant of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest. Code violations are the appropriate measure to determine habitability, according to widely used and recognized standards of safety. My recommendations for each of the appeals is outlined in the table below. A full inspection is scheduled for Thursday September 4, 2035, and it is expected this will provide useful additional information.

| File ID | Address | HJC Appeal on Behalf of: | Appr'd Increase | LHO Recommendation |
|---|---|---|---|---|
| RLH RSA 25-8 | 934 Ashland Ave, #1 | Jill Ackerman | 52.2% | Deny. |
| RLH RSA 25-10 | 934 Ashland Ave, #2 | Vincent Cornell | 52.2% | Deny. |
| RLH RSA 25-12 | 938 Ashland Ave, #6 | Ehren Stemme | 28.5% | ***Appeal withdrawn***. This is the only unit in 938 Ashland; therefore, all testimony and submitted materials related to this units should not be included in the Council analysis. Deny & dismiss. |
| RLH RSA 25-13 | 942 Ashland Ave, #8 | Kayla Simonson | 28.5% | Deny. |
| RLH RSA 25-14 | 942 Ashland Ave, #9 | Jessica Skaare | 28.5% | Deny. |
| RLH RSA 25-16 | 942 Ashland Ave, #10 | Autumn Buel | 28.5% | Deny. *Note tenant relocating and appeal applies only to appellant, not future lessees of the unit.* |
| RLH RSA 25-15 | 942 Ashland Ave, #11 | Samuel Perkins & Chloe Cable | 28.5% | Deny. |
| RLH RSA 25-17 | 942 Ashland Ave, #12 | Lillian Johnson & Eleanor Rowen | 28.5% | Deny. |

As indicated previously, this matter goes before the City Council at Public Hearing on **Wednesday, September 9, 2025, at 3:30 pm. in room 300 City Hall.** If you are contesting these recommendations you may: 1) appear in person; 2) send written testimony to be added to the record to rentappeals@ci.stpaul.mn.us; or 3) by voicemail which would be transcribed and added to the record at 651-266-6805.

Sincerely,
/s/
Marcia Moermond
Legislative Hearing Officer

cc: Saint Paul City Council
Rent Stabilization Staff
Mr. Scott Day VIA EMAIL: amsterdam5839@gmail.com
William C. Griffith VIA EMAIL: wgriffith@larkinhoffman.com

# City of Saint Paul

## Meeting Minutes

## Rent Stabilization Appeal Hearings

***Marcia Moermond, Legislative Hearing Officer***
***rentappeals@ci.stpaul.mn.us***
***651-266-8568***

**Thursday, July 17, 2025** **1:00 PM** **Room 330 City Hall & Court House/Remote**

**RLH RSA 25-8** Appeal of Jim Poradek & Abbie Hanson, Attorneys for Housing Justice Center, representing Tenant, Jill Ackerman, to a Rent Stabilization Determination at 934 ASHLAND AVENUE, UNIT 1.

***Sponsors:*** Bowie

***MINUTES:***

*Recommendation forthcoming.*

*Lynne Ferkinhoff & Demetrius Sass, Department of Safety & Inspections (DSI)-Rent Stabilization, appeared.*
*Abby Hanson  Emily Curran, Housing Justice Center, appeared.*
*John Trostle, Housing inspector, appeared.*
*Tenants appearing: Jill Ackerman (Unit 1), Samuel Perkins (Unit 11), Chloe Cable Unit 11, Lillian Johnson (Unit 12),*
*Scott Day, Power of Attorney for owner Judith Day, appeared.*
*Michelle Palenschat, Landlord's Building Assistant, appeared.*

*(Marcia Moermond gives a background of the appeals process)*

*Lynne Ferkinhoff: On April 9, 2025, Scott Day stopped by the DSI customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025 and he called later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged. Staff met in person with Mr. Day on April 11, 2025. He was accompanied by Michelle Palenschat who helps with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day. The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying the rental unit.*

*As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water. A second online intake form was submitted on April 21, 2025. Staff acknowledges that the Maintenance of Net operating income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.*

*At the City's request, Mr. Day provided a rent roll to the DSI. The rent roll was used to mail notification letters to tenants, including: 1) 04/23/25 - notice of application informing tenants that their landlord requested an exception to the rent increase cap; 2) 04/28/25 - staff determination letter informing tenants that their landlord was granted an exception to the rent increase cap and advising them of their appeal rights; 3) 05/07/25 - staff determination letter informing tenants at 940 Ashland Avenue that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights, noting the 4/8/25 letter was not received by some tenants.*

*City staff issued a determination letter to Mr. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to 1) amortized investments in capital improvements (+23.64%); and 2) changes in net operating income (+28.52%). The increase for amortized investments in capital improvements applied to two units. The increase for changes in net operating income applied to all units. Therefore, the total allowable rent increase for two units was 52.16%. The allowed increase for all other units was 28.52%. Staff spoke with several tenants living at the properties who have appealed.*

*Fire Certificates of Occupancy are in place for the property. 934 Ashland Avenue was last inspected on June 15, 2023, and rated as a Class B property and is due for renewal in 2027. 938-940 Ashland Avenue was last inspected on November 23, 2021, and rated as a Class C property. The renewal is due and there were no active complaints at the time the rent increase exception was approved. 942 Ashland Avenue was last inspected on October 22, 2021, and rated as a Class A property and is due for renewal in 2027. No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.*

*Moermond: We have Ms. Abby Hansen of the Housing Justice Center. Who else is with you today?*

*Abbie Hanson: Our other attorney representing the appellants. Emily Curran.*

*Moermond: Thank you. Before we go further, I have some questions for staff about the application. I believe this was addressed this on page one of the online intake, specifically regarding the real estate taxes. Even though there are three buildings, they're all on one parcel, correct? That's my understanding, unless I'm remembering that incorrectly.*

*Demetrius Sass: There are three parcels, but the property finances are managed as one lump, so the property taxes were combined for the purpose of the application.*

*Moermond: Thank you. The other point I wanted to confirm is that, when I reviewed the MNOI worksheet, I noticed capital expenses that appear to be amortized, but they seem to relate only to the duplex.*

*Sass: Correct, those expenses are only for the duplexes, a rewiring project that was done a couple of years ago.*

*Moermond: Alright. I'm sure I'll have more questions as we go and I'm sure you will, too. I just wanted to clarify those couple of points to get us started. Let's turn it over to you, Ms. Hanson. How would you like to proceed? Will you be speaking, inviting others up, or combining both?*

*Hanson: I'll give you a general outline in a moment, but we have printed copies of the submitted materials before I begin. Would you like a copy, or are you all set?*

*Moermond: I have one copy for each appeal, plus this one that I've marked up a bit, so I'm all set.*

*Hanson: I'll briefly outline what we plan to cover today to get us started. First, we want to walk through the reasons for our appeal. These are detailed in the documents we submitted, but I'll highlight a few key points that we believe are especially important. Second, we have John Trostle with us today. He's been a HUD-certified housing inspector for decades. He visited the Ashland properties in early June and conducted a walkthrough. His findings are included in Exhibit One, which we submitted last week. He'll discuss his observations and how those conditions relate to health and safety concerns. Third, we have a few of our appellants here. Jill Ackerman, Lillian Johnson, Samuel Perkins, and Chloe Cable. They'll share their experiences living at the property, including issues in their units and common areas, and speak to the proposed rent increase's impact on them. I also want to acknowledge that Ehren Stemme and Eleanor Rowen are also present and are also appellants in this case. Throughout these three segments, we're happy to answer any questions. And finally, if there are any additional materials you'd like to see after the hearing, we'd be more than happy to submit those post-hearing. OK, so to get started, I will go right into our reasons for appeal. These are detailed in the documents we submitted, but for this presentation, I will break those reasons into two general areas to make things easier to follow.*

*First, we're raising serious concerns around habitability. As you'll hear today from both the appellants and Mr. Trostle, there are ongoing and pervasive habitability issues across all three buildings. These problems not only impact the livability and comfort of the tenants, but they also create significant health and safety risks. We're bringing these issues forward because, under the ordinance, habitability must be taken into account, and it must be investigated. And in this case, where the issues are widespread and severe, the plain language of the ordinance requires the City to deny the rent increase requested by the landlord. I'll talk more about those habitability concerns shortly. But we're also challenging a portion of the rent increase that's tied to capital improvements. Specifically, this applies to Units 6 and 7. While all tenants are facing a 28% increase, those two units are being hit with an additional 23%, bringing the total to over 50%, which is substantial. The landlord claimed this increase was justified by a rewiring project. However, based on the information available to us, that work was done in violation of federal and state lead and asbestos safety laws. Not only did that expose tenants to serious health risks, but because the work was not done in compliance with applicable regulations, it also violated the implied warranty of habitability, and under the ordinance, that portion of the rent increase should not be allowed either. So, with that, I want to return to the habitability issues and explain why they matter so much here. Habitability is a key consideration under the ordinance. City staff are required to consider whether a landlord has substantially complied with state and local housing, health, and safety laws. They're also required to consider whether the building has deteriorated beyond normal wear and tear. These are both directly tied to whether a rent cap exception should be granted. And in this case,*

*there's clear evidence of significant deferred maintenance over time that has led to the problems we see today. Even beyond those general factors, the ordinance explicitly states that the city may not grant an exception to the rent increase cap for any unit that is not in compliance with the implied warranty of habitability, as defined under Minnesota Statutes §504B.161. That warranty requires landlords to maintain their properties in reasonable repair, ensure units are fit for their intended use, and follow all health and safety codes. At the Ashland properties, those standards are not being met. We go into great detail in our written materials and you'll hear more today, but just to name a few examples: there are crumbling foundations, decks that wobble, mold and water infiltration, broken windows, missing and damaged floors, locks that don't work, refrigerators that fail to regulate temperature, and ongoing plumbing issues. These are not minor inconveniences; they are conditions that directly compromise safety and habitability. Tenants shouldn't have to worry about mold exposure when entering the laundry room. They shouldn't need duct tape to cover holes in their floors or have to hold windows shut with makeshift materials. These conditions are also clear violations of the City's own Property Maintenance Code, Chapter 34. That code requires, for example, that exterior surfaces be free from holes or rot that could allow moisture in. Yet, Mr. Trostle will testify about holes in foundations and rotting window casings. Water has entered the buildings, causing flooding and mold. We submitted video evidence of this taken just last month. The code also requires intact window panes and properly maintained floors. But we've documented broken glass and floor sections being taped down by residents. So, while the staff report may indicate there are no open code violations, the actual conditions at the properties tell a very different story. A visit to these buildings makes it clear that there are multiple active and serious violations that directly relate to habitability. That's why we're asking the city not to approve the rent increase.*

*Moermond: I'm not sure I interpreted staff's comments the same way you're restating them, so just for the record – I believe what was said is that there are no open complaints or violations, which is a bit different from saying there are no issues at all. I noticed in the public record that, although you submitted a lot of information, I didn't see much reflecting complaints to the city specifically about Chapters 34 and 40 violations. Given that, is it your intent, based on how you've documented or described these issues, that the city should investigate these complaints further since they haven't been formally reported yet?*

*Hanson: I think it's both.*

*Moermond: Given that I have this information in the context of an appeal, should I forward it to Director Wiese so that it can be assigned to staff for investigation?*

*Hanson: Yes, I agree. These issues impact tenants' livability, health, and safety, so if they require further investigation, I think it's important that they be pursued.*

*Moermond: I want to make sure the city is on the same page, since these issues haven't yet been investigated or formally referred to the department.*

*Hanson: Yes, thank you for the clarification. We do believe that, on their face, these are clear violations. The issues I mentioned relate directly to the property not being kept in reasonable repair and not being fit for the intended use. Because these standards are not met, they constitute violations of the implied warranty of habitability. As I mentioned earlier, compliance with this warranty is required for the city to grant a landlord's rent increase. Since compliance is lacking here, the landlord's rent increase should not be approved. That sums up our habitability argument. Our*

*second area, the capital improvement bucket, relates specifically to the additional 23% rent increase applied to Units 6 and 7. As I outlined earlier, Mr. Sass mentioned, this increase is based on a prior rewiring project. The renovations in question involved a rewiring project. Based on our evidence, those renovations were not done in compliance with federal and state health and safety laws related to lead and asbestos. These laws exist not only to protect workers during renovations but also to protect residents living in these properties. Because these protocols were not followed, the tenants, especially children living in those units, were exposed to lead dust and asbestos particles. This concern begins with the age of the buildings. According to public records, these properties were built in 1904. Because they are so old, there is a legal presumption that the surfaces contain lead-based paint and that certain materials contain asbestos. While building owners can rebut this presumption, they must do so through testing, remediation, or abatement. We know no testing, remediation, or abatement has been done here. Therefore, under this legal presumption, these buildings contain lead and asbestos. Since these buildings contain lead and asbestos, all renovations must strictly follow federal and state lead and asbestos safety regulations. Renovations disturb surfaces coated with lead paint and asbestos-containing materials, such as drywall, and this disturbance requires the full implementation of safety protocols. As noted in Mr. Stemme's declaration, there was little to no compliance with these safety protocols during the renovation. For example, Mr. Stemme did not receive any pre-renovation notice regarding the potential disturbance of lead or asbestos, which is required by law for properties of this age. Furthermore, there was insufficient containment of renovation areas, plastic sheeting was either absent or not properly secured, allowing dust to spread throughout the apartment, including into Mr. Stemme's children's bedrooms. Breathing in this renovation dust is dangerous due to lead and asbestos exposure risk. Thus, these renovations not only endangered the tenants currently living there but were also carried out in violation of federal and state health and safety laws. This, in turn, constitutes a violation of the implied warranty of habitability. As with our habitability concerns, violations of federal and state health and safety laws mean that the landlord is not in compliance with the implied warranty of habitability. Under the ordinance, such noncompliance disqualifies the landlord from being granted a rent increase. Therefore, the requested rent increase tied to this capital improvement should be denied. To reiterate, these habitability concerns must first be considered by the department when evaluating any deviation from the rent increase cap. More importantly, the ordinance explicitly conditions the granting of a rent increase on compliance with habitability laws. Because compliance is lacking here, the rent increases requested must be denied by the City. Finally, I want to clarify that the residents are appealing on behalf of the entire building, all 12 units. The ordinance language allows tenants to appeal determinations regarding rent increases, and the appeal applies to all units in the building. This is especially important here because the habitability issues affect every unit. You'll hear more about this from Mr. Trostle and the residents. These widespread problems support the tenants' ability to appeal on behalf of all residents under the ordinance's plain language.*

*Moermond: To be clear, from my perspective, I'm only hearing appeals for the specific units where appeals have been filed. I don't have any information indicating that you or the tenants you represent have been engaged to represent all units in the building. If you want to make the appeal applicable to the entire building, that's something you can pursue separately, but it's not something I can act on here. I appreciate your position, but that's the scope of what I can address today.*

*Hanson: We're going to have Mr. Trostle come up first.*

*Curran: Mr. Trostle and I will be referencing pictures in the expert report, so if it would be helpful, you may want to have that report in front of you.*

*Moermond: Can I confirm that you are an attorney at the Housing Justice Center?*

*Curran: Yes, my name is Emily Curran. While Mr. Trostle finishes signing in and we have that information, I'd like to introduce him. This is Mr. John Trostle, our expert home inspector for the appellant tenants at the Ashland apartments. As you know, we submitted his report regarding the habitability conditions there. Today, he will explain his findings, and as we go, we'll reference some of the pictures to help illustrate those points. Mr. Trostle, could you please tell us about your experience as a home inspector? What roles have you held in that capacity, and how long have you been working in this field?*

*Trostle: I should start by saying how I entered this business. I grew up in Denver and worked in construction, roofing, framing, and general building from 1971 until 1980. Then I moved to Minneapolis, where I worked for several small general contractors. After that, I joined Northside Neighborhood Housing Services of Minnesota, a nonprofit that helps people in the neighborhood repair their homes and redevelop properties. We focused on renovating older homes, like turning a 1922 house into something that meets today's code standards. We also taught home buyer workshops and renovated properties through state and Minneapolis programs. Because of those workshops, I started getting requests from people asking me to inspect homes they bought. After several years with Northside, I began working independently as a home inspector for buyers. For almost 25 years, I also worked as an FHA 203(k) rehab consultant. In that role, I inspected properties for people using the FHA 203(k) purchase or refinance program and issued reports detailing what must be done to bring the properties up to FHA and HUD standards.*

*Curran: OK, specifically regarding mold, you've had experience identifying it and overseeing or advising on abatement, correct?*

*Trostle: Yes. Since we renovated a lot of older properties, we frequently encountered mold issues, as well as materials containing asbestos and lead-based paint. I went through various trainings related to those hazards, and I was typically the person responsible for writing up the specifications for remediation. That included identifying the problems and bringing in the appropriate licensed professionals to carry out the work.*

*Moermond: Do you currently hold any credentials or licenses, such as a Certified Building Official, Property Maintenance Inspector, Fire Inspector, or a Truth-in-Sale of Housing Inspector, or any similar certifications relevant to property inspection?*

*Trostle: No, I do not perform Truth-in-Sale of Housing inspections, and there are no formal licensing requirements for home buyer or home inspection work in Minnesota. The closest credential I've held is my certification as a 203(k) HUD Consultant, which involved property inspections and rehabilitation planning under federal guidelines.*

*Moermond: Are you certified in mold or asbestos abatement issues?*

*Trostle: No, I don't hold formal certifications in mold or asbestos abatement; my experience is primarily hands-on and developed over time through fieldwork. For example, with lead paint, because it was commonly used in U.S. residential properties until 1978, it became routine to assume its presence in older homes. I often worked under the presumption that lead paint was present, much like other professionals in the field. For context, countries like France and Germany*

*banned lead-based paint as early as 1850, but the U.S. didn't follow suit for another 128 years. With mold, it's fairly straightforward to identify common types through visual inspection. The most frequently encountered in homes is what we often refer to as 'black mold,' which typically appears as small, black, sunburst-like spots on walls or other surfaces*

*Curran: Just to clarify, Mr. Trostle, you're not presenting findings as formal code violations today, correct? Rather, you're offering your observations and assessment in relation to the overall habitability of the apartments.*

*Trostle: Yes, I'm simply assessing the condition of various components in the units, regardless of whether they rise to the level of specific code violations. My focus is on whether the conditions support safe, livable, and habitable housing.*

*Curran: Thank you. As noted in your report, you visited all three buildings at the Ashland Apartments on June 4th, just last month. During that visit, you inspected nine units, the common areas, including the laundry room, and the building exteriors. Is that correct? Also, how long did your inspection take?*

*Trostle: I believe we were there for about three hours, possibly a little longer.*

*Curran: First, tell us what you found at the Ashland apartments?*

*Trostle: The first thing I typically do during an inspection is to examine the exterior of the buildings since it's the easiest to access. Upon arriving, I immediately noticed several issues. For example, there is wood trim and casing around the exterior windows with many areas showing partial or severe rot, as well as gaps where sealing is missing, allowing water to penetrate. The concrete stairways between the buildings also have large cracks and gaps that let in moisture. Given that these are primarily 1904 buildings, their foundations are mostly stone, with a few blocked sections at the rear additions. The mortar around many stones is significantly worn or has large gaps. Because the stones tend to contain lime, the mortar erodes over time. Generally, this wear and deterioration can lead to moisture problems and structural issues. When I evaluate these conditions, I consider their age and original construction methods. For example, the buildings were designed to accommodate wheelchair access in specific ways, but these features have degraded over time.*

*Curran: First, provide a general overview of what you found while inspecting the Ashland apartments. Then, could you share which issues you found to be the most concerning or significant?*

*Trostle: The most concerning issues relate to moisture penetration into the property, particularly at the foundation level and around various openings.*

*Curran: In your report, starting on page 6, there are photos showing the foundation with visible water infiltration, including into the storage area of Unit 5. On the following page, there are also images showing cracks in the concrete steps. Is that correct?*

*Trostle: Yes. Along with the damage and hazards caused by water infiltration, the foundation issues appear serious enough that we might be seeing significant settling of the buildings. Once I accessed the common areas and some individual units, it became clear that there were numerous signs of*

*severe settling. These included extensive wall cracking, bulging walls and ceilings, previous repairs, shifting floors, and damaged floors, some of which had been temporarily patched with tape. All of this indicates that the buildings are experiencing substantial structural settling problems.*

*Curran: Why is the foundation settling and the associated cracking a cause for concern?*

*Trostle: If these issues are not adequately addressed and continue to worsen, the consequences can be severe. In rare cases, sections of the foundation might suddenly shift or move, and given the current poor condition of the foundations, that's a possibility in the future. Immediately, the cracks and openings allow vermin and additional water to enter the building, leading to further damage and increased mold problems. For residents living in a building with these conditions, noticing ongoing or worsening cracks, even if the movement isn't sudden, can be very unsettling and affect their sense of safety and well-being.*

*Curran: Are these foundation issues typically noticeable to a qualified inspector or even to an average observer visiting the property?*

*Trostle: Yes, from my experience, these kinds of issues are quite apparent, even to someone without professional training. It's easy to underestimate how obvious they are, but you don't need to be a specialist to see the damage. It's like noticing a dent on your car, you don't need a body shop to tell you it's there. Similarly, these problems at the property are obvious: water can enter through rotted window and door framing, through the foundation, and via damaged steps. The resulting hazards are fairly straightforward to recognize.*

*Moermond: Are you testifying that there is obvious water intrusion and visible issues such as crumbling mortar, but that observing these conditions is different from having a structural engineer evaluate and determine whether the foundation is structurally unsound and unable to support the building?*

*Trostle: Yes.*

*Moermond: So, based on your observations, you've identified issues like water intrusion and damage, but you haven't made a formal determination about what repairs are necessary or whether the foundation presents an immediate risk that requires specific remediation. Is that correct?*

*Trostle: As a matter of fact, that's exactly my recommendation, that a structural engineer or a specialized foundation company be brought in to assess the situation and make any necessary repairs. While I'm confident that their findings would confirm the seriousness of the issues, I can't say for certain whether they would deem it an immediate hazard requiring evacuation. However, it's clear to the naked eye that there has been shifting and water penetration, and these factors are actively deteriorating the construction of these buildings.*

*Moermond: I'm pursuing this a bit further because I handle appeals related to the fire code and property maintenance code. When issues like these are identified, whether through periodic inspections like the fire safety inspections or from complaint investigations, there's usually a statement from the fire inspector, who may have different credentials. Then the building team, whether it's the senior building inspector or the certified building official, evaluates whether a structural engineering analysis is necessary before issuing a building permit for repairs. You're saying you agree with that process, but at this point, that structural evaluation hasn't yet been done,*

*so the "other shoe" hasn't dropped yet. I just wanted to confirm we're on the same page, and I believe we are. Is that correct?*

*Trostle: Yes. That is correct.*

*Moermond: Thank you.*

*Curran: Let's discuss one of the effects of the water infiltration you described, which is mold. On page 11 of your report, there are photos of mold in the laundry room. Could you describe the severity of that mold and share your conclusions regarding the potential risks it poses?*

*Trostle: You can see a significant buildup of mold and visible mold spotting in the laundry room. In my experience with homebuyer inspections and rehab projects, mold on solid surfaces can sometimes be cleaned and sealed if it's relatively mild and the underlying material isn't damaged. However, if the material, like drywall, is soft or damaged that indicates moisture intrusion and the material needs to be replaced. It's important to understand that mold cannot be eradicated without removing and replacing affected materials because mold spores can exist in the tiniest pores of surfaces. The primary concern with mold is the airborne spores it releases, which occupants can inhale. While many people recognize mold visually, they may not realize the health risks of breathing these spores. The acceptable level of mold exposure is essentially zero; any presence of mold poses a health risk, primarily due to those airborne spores.*

*Curran: You observed mold in other areas of the building as well. Could you specify where some of those areas were located?*

*Trostle: Yes, I observed mold in other building areas. For example, mold is present in some units adjacent to the laundry room.*

*Curran: The basement, Unit 12.*

*Trostle: Yes, specifically in the basement unit, Unit 12, there is visible mold spotting.*

*Curran: That's one of the appellants here.*

*Trostle: There were several areas, especially around bathtubs and plumbing cavities, where poor sealing and past leaks were evident and easy to identify. Additionally, water intrusion was occurring through the exterior of the building. Notably, at the rear of one unit near the back deck and stairs, the metal fascia (the vertical piece beneath the roof edge) had pulled away, allowing water to enter the attic level. This creates conditions for mold to spread throughout the building. Given the visible signs and potential for hidden mold due to moisture penetration, I recommend mold testing throughout the building. This doesn't necessarily mean opening walls, but includes testing the air for mold spores. There is visible mold, and more may be in less obvious areas.*

*Curran: Can you describe more about the issues with the windows and why you were also concerned about that? Before you go on, I'll find those pages in case folks want to check them out at page 16 in the expert report.*

*Trostle: Yes, on page 16 you can see one cracked window with a hole in it and another with a crack. One photo shows a crack running from the upper left to the window's lower right corner, while*

*another shows significant cracking and even holes. Most of the windows in the units had been replaced with vinyl double-hung models, which typically allow both sashes to operate and tilt inward for cleaning. However, several issues were noted: some windows had broken tilt pins and were non-operational, while others had malfunctioning sash mechanisms. In some cases, the top sash wouldn't stay up; in others, it only opened slightly. Despite being relatively modern replacements, these problems suggest widespread functionality issues with the windows. Some of the windows were extremely difficult to operate. In several cases, the bottom sash couldn't be raised far enough to access or support the top sash, slamming down unless propped open with sticks, similar to makeshift fixes used in older homes. These issues pose safety and usability concerns and create potential points for water intrusion if the windows aren't properly sealed. This reflects a broader problem of deferred maintenance across the buildings. Simple preventative measures like caulking could have prevented this kind of water damage. Without such upkeep, the result is wood rot, increased moisture intrusion, and ultimately much more expensive repairs.*

*Curran: In addition to the major concerns we discussed, the report identified several other problems throughout the buildings. Can you describe some of the other issues noted in your report?*

*Trostle: Besides the major concerns, the report also identified plumbing and electrical issues. In the basement laundry room, a clogged floor drain removed its clean-out plug, (MM-potentially) allowing hazardous sewer gases like hydrogen sulfide and methane to enter the space. There were also minor plumbing concerns, such as reversed hot and cold faucets, a sink missing a trap, and other small but important issues that can pose risks, especially to children or visitors. On the electrical side, there were damaged or improperly installed ceiling fans, loose light fixtures, open electrical boxes, missing smoke and carbon monoxide detectors, and outdated or incorrectly updated outlets, such as three-prong receptacles in systems not properly grounded. While many of these problems are inexpensive, safety and code concerns still reflect ongoing deferred maintenance.*

*Moermond: Did you determine that they were not grounded?*

*Trostle: Yes, I used an electrical tester during the inspection; there's likely a photo of it included in the report. The concern is that some outlets appeared to be ungrounded, which poses a risk for sensitive electronics like computers or TVs that rely on grounding for protection. While this may not seem like a major issue on its own, it can become hazardous, especially when combined with the significant moisture found in the walls and ceilings. Improper or unsealed electrical connections in damp areas increase the risk of electrical fires, which are particularly dangerous because they can spread rapidly throughout a building.*

*Curran: You mentioned finding rodent droppings in a floor drain. Can you explain why you believe there's potential for a rodent infestation, how that might happen, and whether it's something that can be prevented?*

*Trostle: Yes, the floor drain in the laundry room was an issue, and while no rodents were seen during the inspection, there were mouse droppings inside the drain. Mice can enter through tiny openings, about half an inch, due to their flexible bodies. The building had multiple gaps and openings, both inside, such as in settled flooring, and on the exterior, that could allow pests to enter. These act like access points or superhighways for vermin. Preventing infestations requires sealing the building as tightly as possible. While newer homes tend to be well-sealed, older buildings need careful inspection and maintenance to close off potential entry points.*

*Curran: Your report stated that you believe similar problems likely exist in units that you could not inspect. Why do you believe this?*

*Trostle: Water can penetrate the building through many openings, including some located very high up. Moisture naturally moves through any available gaps without preference. Although I didn't inspect those specific units, they likely have similar issues and should be checked for water intrusion just like the ones I did examine.*

*Moermond: For clarity, I will focus on the fact that you did not observe water intrusion in those units.*

*Trostle: I understand, but I'm pointing out that it would be hard for water to avoid affecting those other areas. There are photos showing various issues. On page 20, photo 42 shows testing of a three-prong outlet with an open ground, and a damaged fan light with exposed wiring in a closet fixture from the original construction that normally would be updated. The heating system also appears poorly maintained; the boiler doesn't seem to have had recent upkeep. On page 21, photo 45 shows a loose radiator being rocked, while another radiator is supported by a brick on one end and unsupported on the other. Overall, maintenance concerns exist across heating, electrical, and plumbing systems.*

*Curran: To confirm, did you find habitability concerns in all the units and common areas you inspected?*

*Trostle: Yes, because all the units and common areas I inspected showed instances of the same issues I have been highlighting.*

*Moermond: I have a follow-up question based on that. How do you define habitability?*

*Trostle: Habitability means not having flooding, hazardous materials in the air, or unsafe plumbing and electrical conditions. While professionals might find it hard to believe, these issues are often obvious enough that tenants would be very concerned about their safety, especially those with children, given risks like lead paint. It would take being largely unaware not to realize that a place with constant wall movement, cracks, and damage is problematic. Although some settling and cracking is normal in the first few years, well-built buildings shouldn't show continuous new damage.*

*Moermond: Is it your professional assessment that these buildings are uninhabitable?*

*Trostle: If habitability issues aren't addressed, I would be very concerned about my safety if I lived in those units. While I'm not a licensed structural engineer, the conditions would definitely prompt me to seek remedies to ensure my safety and that of my children, not necessarily to move out immediately but to have peace of mind.*

*Curran: Thank you, Mr. Trostle. Is there anything else you'd like to point out about your findings?*

*Trostle: I want to mention something important I may have missed. The balcony, deck, and stairway need better structural support to prevent a potential catastrophic failure if overloaded. I believe it's possible to develop a plan to reinforce the foundations and address water infiltration; these are the two main areas to improve habitability. That said, I find it difficult to say the tenants must immediately move out.*

*Moermond: Thank you. Was that your last question? Also, Ms. Curran, Mr. Trostle, did you inspect the buildings together, or was it just you, Mr. Trostle? How did that take place?*

*Trostle: We were together, almost all of the time.*

*Moermond: One thing that stood out to me during your remarks was your comment about the missing smoke and carbon monoxide detectors. Were you taking any immediate action at that time? In my view, based on the fire code, property maintenance code, and related standards, that's one of the most serious violations, especially considering how easy and inexpensive it is to address. Did you alert anyone right away? I know the city even provides detectors to ensure tenant safety, so I'm just checking to see if anything was done in response at that point.*

*Curran: Mr. Trostle notified the resident living in the unit with the missing detectors that they needed to be in place. I'm not sure whether new ones have been installed since then, but if it's an option available to that tenant, it's good for them to know they can request detectors from the city. It sounds like that resource is there if needed.*

*Moermond: Or the landlord. I'm unsure if they were notified or if any action was taken. I just wanted to check on that because I am concerned when I hear about missing smoke or carbon monoxide detectors.*

*Hanson: The first resident we'll hear from is Jill Ackerman. Jill, please join us, and be sure to sign in. Just so everyone knows, these statements will be a mix. Some residents will simply share their experiences, while others will have a Q&A component, so you'll see a bit of variety in the format.*

*Moermond: Ms. Ackerman resides at 934 Ashland, Unit 1.*

*Jill Ackerman: My name is Jill Ackerman, and I've lived at 934 Ashland Avenue in Unit 1 since July 2023. I signed one-year leases in both 2023 and 2024 at $1,200 per month, and I am currently on a month-to-month lease that began on July 1 of this year, at the same rate. Since moving in, I've encountered a number of issues that raise security and health concerns. Several of my double-hung windows constantly fall from the top, including two in the front of my unit facing the street, which creates a visible and potentially unsafe gap. One window in my kitchen is particularly bad, it hangs open about a foot unless propped up by a dowel I purchased and cut myself. If the dowel falls, the window reopens quickly. One of my front windows has a broken locking mechanism, making it unlockable, and its frame is deteriorating with soft, flaky wood. These are major safety concerns for me, especially since I live alone. My unit's doorknob has never worked, and the deadbolt is so loose that it can be jiggled around, potentially pushed or pulled out. There are also small holes around the baseboards, including a larger one, about two by three inches, in the bathroom, which has allowed mice and insects to enter. I've often found mouse droppings on the countertops where I prepare food, and while I usually clean and move on, one instance was so bad after being away for a week that I avoided the area for another week, despite cleaning it multiple times. The faulty kitchen window also allows in insects; I've woken up with mosquito bites, and flies have gotten into the trash, leading to infestations like maggots. These issues raise serious sanitary concerns. There are plumbing problems, too. The cold water tap in the bathroom has such low pressure I don't use it, and the hot water in the kitchen takes over five minutes to warm up. These daily inconveniences impact my quality of life. When I first used the building's laundry room, the musty smell and unclean floor were so off-putting, and the washer left my clothes covered in lint,*

*that I never used it again. I now rely on laundromats or my mother's house, which is inconvenient. If my rent increases by the granted amount, I would have to find a new place to live. My mother has been dealing with health issues and surgeries, and I've been staying with her to help during her recovery. Moving, especially farther away, would disrupt that care and add stress. Those were the notes I wanted to share. Thank you.*

*Hanson: Do you have any questions for Ms. Ackerman?*

*Moermond: No but thank you.*

*Hanson: OK, next up we have Lillian Johnson.*

*Curran: Lily, would you mind introducing yourself?*

*Lillian Johnson: Yes. My name is Lillian Johnson. I live in apartment 12, which is in the basement.*

*Curran: When did you first notice problems in your apartment?*

*Johnson: Right after moving in, we noticed cold mold in the apartment. My roommate spotted it, too. I could feel it when I stepped inside; something felt off. It's not quite like a basement, but it felt worse than that. Living there has made my throat sore, and with everything going on in the apartment, it all adds up to how I'm feeling now.*

*Curran: In your declaration, you said the mold in the unit prompted you to contact DSI and make a complaint. Can you describe where you noticed the mold and whether it's still like that now?*

*Johnson: Yes, the mold started in the bathroom, likely originating in the laundry room, where it's clearly visible on the wall. From there, it spread to my closet, where I sleep. It's tough to deal with; even though I have an air filter, it doesn't fully remove black mold. Noticing the mold in the bathroom led us to reach out to the fire department.*

*Curran: OK, and can you tell us more about your kitchen? You mentioned some things about your kitchen and your declaration. So, what is its condition, what are you concerned about?*

*Johnson: The kitchen was just another unresolved issue on a long list. For example, the caulking on the back splash by the sink was supposed to be fixed after the fire department's involvement, but it hasn't been addressed and remains in the same condition. Reaching out for help felt useless at that point, not because of a lack of effort, but due to what I see as widespread incompetence. The bathroom and sink problems are just two examples of these ongoing, unresolved issues.*

*Curran: One of your unit's doors exits to a basement storage area. Can you tell us about the condition of that storage area?*

*Johnson: The laundry room is in terrible shape, there's about an inch of buildup and it's just disgusting. I'm trying to find a new roommate, but they keep asking if they can hang their clothes back there, which is tough because the laundry room is so poorly maintained. There's really no point in reaching out for help because no one seems willing to fix it, not the landlord, even after the fire department ordered repairs. For example, the sink issue still hasn't been addressed. These are problems I shouldn't have to keep repeating, but I feel like I do.*

*Curran: The laundry room or the storage area leads to the laundry room, right? Do you use the laundry room in that area?*

*Johnson: Yes.*

*Curran: And how are the machines? Do they work?*

*Johnson: The machines do work but I imagine that's what's causing the mold. It's really disgusting. That's where I live, that's the laundry room and the washing machine I have to use. I don't think it's a place anyone should have to live in, but I need somewhere to live.*

*Curran: Can you describe more about the mold in the laundry room?*

*Johnson: Yeah, it's basically to the right by the three washing machines, and honestly, if you Google black mold, that's exactly what it looks like. It definitely doesn't make me comfortable using those machines but I'm still having to do it because I don't really have another choice. The laundry room situation isn't something I want to keep dealing with, but I have no other option right now.*

*Curran: The last question I'll ask is, overall, do you think this is what your experience as a tenant should be?*

*Johnson: I signed the lease to live here, and with that lease comes certain rights that are not being upheld.*

*Curran: OK, is there anything else you want to say?*

*Johnson: No.*

*Hanson: Do you have any questions for Ms. Johnson?*

*Moermond: Yeah, how long have you lived there?*

*Johnson: I have been there for about 11 months.*

*Moermond: OK, thank you.*

*Johnson: Thank you.*

*Hanson: We have one more group of 2 tenants.*

*Moermond: We're fine.*

*Samuel Perkins: My name is Samuel Perkins, and my spouse Chloe and I recently moved into apartment 11 at 944 Ashland Avenue last October, the same month we got married. I want to share our experience with the communal areas shared among tenants. Approaching the laundry room, you're met with a broken door covered in flaking paint and what looks like bullet holes, setting a bleak tone. Inside, the steps are crumbling, walls are deteriorating with holes in the ceiling, pipes are poorly wrapped with old duct tape, and a washer's coin receptacle is ripped off, making the*

*machine unusable. The strongest issue is the pungent moldy smell coming from large mold patches on the walls. This isn't just uncomfortable but very concerning to me because, as a child, I was a severe asthmatic and remain sensitive to air quality, including mold and smoke from fires. When doing laundry, I hold my breath, quickly get the laundry done, and leave to avoid the smell, which shouldn't be necessary in a facility we pay for. Additionally, Mr. John's inspection found signs of crumbling infrastructure, suggesting that mold in the basement might be spreading into the apartments. These problems have existed since before we moved in. If a rent increase is approved without improvements, I will need to find more affordable housing to maintain financial stability for my family. Thank you, any questions?*

*Moermond: Not yet.*

*Chloe Cable: Hi Ms. Moermond, my name is Chloe Cable, and my partner Sam Perkins and I moved into apartment 11 at 944 Ashland Avenue in October 2024. I'd like to share more about our experience living here, especially regarding our unit. Throughout the apartment, there are numerous cracked walls, broken plaster, flaking paint, and damaged floors. While these issues are unsightly and annoying, since we constantly clean up debris, they also raise concerns about possible underlying structural problems. More alarming are the potential fire hazards we discovered only recently. For example, a kitchen light hangs from a permanent wire, and we were told that tugging on it could disconnect the electrical fixture entirely. Also, our refrigerator is plugged in using an extension cord because its cord cannot reach any outlet. Additionally, most outlets appear to be grounded with three prongs, but six out of eight are actually ungrounded, which we only learned about in the past month. We now use surge protectors to be cautious. On top of that, one of our bedroom smoke detectors has expired. Due to these issues, along with those Sam mentioned, we believe that a 28.5% rent increase is unjustified and would be a financial burden. We are currently planning to start a family, and I've been saving to buy property; such a rent hike would destabilize both our daily lives and future plans. If we had known about this significant increase when moving in just ten months ago, we would not have chosen the Ashland apartments. To conclude, we expect safe and comfortable housing for our rent payments, but the condition of our apartment and the concerns shared by other tenants show that our landlord has not provided this. Therefore, we find the proposed rent increase unfair. Thank you for your time and consideration.*

*Moermond: Thank you. Appreciate it. OK, let's take a 10-minute break and reconvene at 2:45 to give everyone a chance to step out and stretch their legs. Before we break, does anyone have anything else to add? When we come back, I'll ask Mr. Day if he would like to make any comments for the record, and then I'll ask staff to respond as needed.*

*Hearing Recess at 2:30 pm*

*Hearing Resume at 2:45 pm*

*Moermond: Thanks, everyone. I'll now hand it over to Mr. Scott Day. Hi, Mr. Day, would you like to speak? There's no pressure, but you're welcome to do so.*

*Scott Day: Thank you. This is Michelle, who also works with my mom on the building. I have a copy of the Power of Attorney here.*

*Moermond: I have a copy as well, thank you. Just to clarify for the room, you are the son of the owner who is currently in care, as described by staff. You hold the Power of Attorney, which*

*authorizes you to represent her and manage matters related to the building and public affairs. So that is all in order. Could you please tell us more about the application and any other comments you would like to share*

*Day: First, a bit of background on my mom, who bought these buildings in 1998 and has been a responsible landlord in Saint Paul ever since, following all rules, inspections, and paying property taxes. Before buying, she actually lived in the building as a tenant for three years and was married to the maintenance man, so she's very tenant-friendly and treats the building like family. For many years, it was a quiet building mainly housing William Mitchell law students, but now it's mostly young professionals. Since this rent stabilization process began, I've received an overwhelming number of complaints, which feels like an orchestrated effort, especially after tenants obtained counsel. Some complaints were valid and addressed quickly, for example, fixing broken tiles with the tenant's convenience in mind, but others were unfounded, like claims about low water pressure or rust, which were disproved by testing. My mom has always maintained open communication and a caring relationship with tenants, respecting their privacy and only addressing issues when notified. What concerns me most is hearing new complaints that were never previously reported to us. Additionally, some tenants complaining had already given notice to move out, which complicates matters, especially when a lease involves multiple tenants and only some remain. I've reached out to the city attorney for guidance on handling these situations. Lastly, regarding expenses, we have provided the stabilization board with full transparency about increased costs such as utilities, taxes, and insurance, and are willing to review any details in depth if needed. Overall, we want to address all legitimate concerns and ensure everything is managed properly.*

*Moermond: What's your question about?*

*Day: When the lease was originally signed, it was with two tenants. Now that one has left, isn't that essentially a new lease? Currently, I only have one tenant in the unit, and I would need to run a credit check to ensure that this tenant alone has the income to afford the apartment financially, as it was initially based on the combined income of two people.*

*Moermond: Got it. So, for our purposes, since one tenant in that unit is leaving, they're no longer part of the appeal. But the other tenant is still there and is an appellant, so the appeal applies to them and would impact their situation.*

*Day: I'm fine with this process and want to acknowledge that it's been fair, I'm glad we live in a place where tenants have rights and the ability to appeal. That's not the issue here. The real issue is what happened with Tenant #5. When he moved in, he asked my mom if he could store a few things in the basement. She's very easygoing and agreed. But what started as a few boxes has turned into him creating a full gym setup and essentially taking over the utility room. He has several chairs down there and even an ashtray. We've received complaints from other tenants about excessive noise and smoking in that space. This is a serious safety concern. That area contains all the gas meters, piping, the boiler room, and electrical systems. Smoking there, especially near gas lines, is extremely dangerous. I will be requiring that this tenant remove all his belongings from that area, which is not part of his unit. There was no major flooding in his unit, just minor basement water, which can happen during heavy rains. My mom's own house gets a bit of water during storms, and so do the neighbors' homes. My point is, my mom extended a privilege, and unfortunately, it was taken advantage of. We also had a serious gas leak incident recently with Tenant #8. She has cats, and the building began to fill with the smell of gas. Thankfully, Samuel from Unit #11 called me late at night. I rushed over, called Xcel Energy, and we traced the leak to her unit. We entered due to the*

*emergency, she was asleep at the time, and this could've been a disaster. We can't control everything that happens inside each unit, but we are doing everything we can to address tenant concerns. For example, a complaint came in on May 12, and a plumber was there to fix the issue by May 13. We are not negligent landlords. The suggestion that we are unresponsive or inattentive is simply not accurate.*

*Michelle Palenschat: He mentioned that Judy relied on tenants to keep management updated, but we have also had regular inspections by fire inspectors and city officials in all three buildings. Before showing the inspector around, I test every carbon monoxide detector. If any detector is beeping or not working, tenants need to inform me so I can replace the batteries. I'm not sure what happened in this case, but no one told Scott about any issues with the detectors.*

*Day: Communication is key; my phone is open to tenants 24/7. However, if tenants don't reach out to report problems, I can't address them. My mom has been a landlord since 1998 and takes great pride in her work. She even sends gifts to tenants moving out to their own homes. It's hurtful that counsel has portrayed her as a slumlord. My mom is a wonderful, honest, and active 87-year-old woman deeply involved in her community and church. I want to assure you that if there are problems, we are open to addressing them. For example, I recently had a locksmith fix a lock issue at unit 5 and would have addressed other concerns if I had known. We don't want tenants to feel unsafe. We want to work together, but that requires communication. I'm worried about whether communication will be possible moving forward. Tenants from unit 12 made complaints, which is their right, but they went directly to the city instead of contacting us first. We are friendly and open, and we just want to be told about the problems so we can fix them.*

*Moermond: The city didn't have these complaints on the record.*

*Day: Sorry for the confusion, there was a wiring issue last year in unit 12. As soon as the city notified us, we brought in a company and fixed it right away. But I guess my question is: why didn't number 12 just reach out to us directly? That would have been a simple and effective way to address the issue. And we absolutely would have dealt with it. As Michelle mentioned, we get inspected regularly, we don't want these issues to pile up. But that requires communication from tenants. We're open-minded, friendly people, and if there's a problem with your unit, please just contact us. We will address it. You know, our expenses have increased substantially since 2019, and it was a difficult decision for us to go through this process. My mom had never done anything like this before. But ultimately, it came down to the numbers, it was a matter of necessity. I believe, and I know, that one of the rights landlords do have is the right to a fair return on investment. We haven't been receiving that, and that's why we had to come to the city to help remedy the situation.*

*Moermond: OK.*

*Day: If there's anything my tenants need, I truly hope they feel comfortable reaching out. We've tried to create a welcoming environment and maintain a respectful relationship. We want to solve problems, not ignore them. That's why my mom has been doing this work since 1998, and she used to live in the building herself. That's really what I wanted to say.*

*Palenschat: All right, I'm not sure if we should get into specifics, but regarding the capital improvement bucket, the city required Judy to upgrade the knob-and-tube wiring to bring it up to current code. She hired McQuillan to do the work, and I'm sure most people have heard of*

*McQuillan Plumbing & Electrical. That was her responsibility, and she addressed it. I just wanted to clarify that.*

*Day: That responsibility to pull permits and get inspections fell on the licensed contractors hired to complete the work. So, to suggest that the electrical upgrades weren't done properly, or that there were federal or state violations, that would be an issue with the professionals who were contracted, not with Judy directly. They are licensed and responsible for ensuring compliance. I don't understand where that accusation is coming from. Also, I'd like to mention another major capital improvement that hasn't yet been included in the figures: we're installing a brand-new boiler in the middle duplex later this summer into the fall. That's a $23,000 investment just this year. Combined with the service calls and complaints, each one requiring a plumber or contractor to be sent out, these costs really add up. Plumbers are not cheap. Frankly, it started to feel like there was an effort to overwhelm us with expenses. Just yesterday, I ran into a tenant who has lived in the building since before my mom purchased it in 1998; she and her sister have been there since the early 1990s. I said, "I'm sorry you're having to go through this process." She responded, "Scott, they put a note under my door asking me to join this effort, but I love your mother. Whenever I had an issue, she took care of it immediately. I couldn't be part of this. That meant a lot to hear. There are tenants whose voices aren't represented here today, people who feel my mom has been a fair and responsive landlord and who chose not to be involved in this appeal. My mom is 87 years old, has dementia, and is losing her vision. I'm just her son, here trying to help her manage her affairs. I don't even live in the U.S. most of the time; I've been traveling full-time for 21 years. But I came back because of this family emergency. I'm doing the best I can. So yes, I am defensive. It's upsetting when I hear my mother's reputation questioned and when she can't be here to speak for herself. She is a kind, honest, and responsible woman. I know that from how she lived, how she raised us, and how she managed her properties.*

*Palenschat: I'd like to respond to the accusation about the boilers. For the past three years, I've personally been in charge of maintaining the boilers and managing the heat during the heating season. These are steam boilers, and anyone who works with them knows they require regular maintenance. They are professionally serviced twice a year, once before the heating season begins and again afterward. In the off-season, steam boilers need to be emptied and cleaned to prevent rust. During the heating season, they must be maintained weekly. I personally perform the weekly blowdowns, and I keep documentation of this routine maintenance. I can provide proof of that. Jim from Cities One, who is considered the steam boiler expert in Saint Paul, can also confirm that this level of maintenance is necessary and standard. So, I take serious issue with the claims made by John Trostle about the boilers. What he presented simply wasn't accurate. Additionally, the drain in the laundry room was just professionally cleaned out. The plumber addressed it after a backup, and there's a bill to prove it. So again, I don't understand where these claims are coming from. We have evidence showing these issues were handled properly and in a timely manner.*

*Moermond: OK.*

*Palenschat: I'd also like to add something personal. Judy has owned these buildings for a long time, and I've been working with her for 29 years. I started as a young stay-at-home mom, cleaning her home just to earn a little travel money. Over time, that role evolved into becoming her trusted assistant and eventually, the successor to her power of attorney. My relationship with Judy is built on decades of trust and firsthand experience in how she manages her properties. Over the past year, I've been the one showing units to potential tenants, and I've been completely transparent. I always tell them: these are old buildings. With that comes some imperfections, older windows,*

*older infrastructure. Judy doesn't have a quarter of a million dollars to replace every window, but when repairs have been critical, she's made them. In fact, about five years ago, she replaced several windows that were in dire need. I make it a point to stress that this is not new construction. It's an old building with character and age-appropriate quirks. I live in an old building myself, so I understand what that means. And every tenant who signed or renewed their lease knew this going in, they chose to live here understanding the nature of the property. Some have even renewed their leases multiple times. We respond when issues arise, and we do our best to maintain the property within reasonable expectations. But it's also important to be realistic; we can't rebuild these structures from the ground up. We maintain them with care, honesty, and a clear understanding with our tenants.*

*Day: I did receive a message from the tenant in Unit 12 one evening around 9:40 PM, along with a video of a mouse she had caught in a jar. She asked me to come over and deal with it. I suggested she could simply release it outside, and she responded that if she let it go, it would likely just come back in. I understand that pests are frustrating and take tenant concerns seriously. We are doing our best to manage these situations, and we do address issues as they arise. That said, this is an older property, and like many older homes, including my mother's house in Mac-Groveland, it's not unusual for a mouse to find its way in from time to time, especially during certain seasons. Of course, we want our tenants to feel comfortable and heard, and we try to be responsive and empathetic. But it's also important to acknowledge that, at times, there are complaints that may not reflect larger systemic issues but rather the realities of maintaining older housing stock in an urban area. We remain committed to addressing problems reasonably and working in good faith to ensure safe and habitable living conditions.*

*Moermond: OK.*

*Day: I'll submit a list of the complaints.*

*Moermond: You're welcome to submit whatever you want.*

*Scott Day: OK.*

*Moermond: Do you have a formal check-in and check-out inspection process for tenants when they move in and out of the units?*

*Day: Yes.*

*Palenschat: Yes, we do have a check-in and check-out process in place. We use printed guideline sheets for these inspections to document the condition of the unit when tenants move in and again when they move out.*

*Day: Regarding number 10, who was part of their presentation and is moving out in about two weeks, her boyfriend has been living in the unit without being on the lease. Similarly, tenant number 5 has a pet in the apartment, but we were not informed. Our policy requires tenants with pets, especially cats, to disclose them and pay a pet deposit due to the potential for damage. Unfortunately, they did not inform or follow that procedure in this case.*

*Palenschat: Tenant number 10 also broke a window, and the cost for that repair will be deducted from her damage deposit. We addressed the issue, it's a double-pane window that was damaged*

*during the recent storm. She acknowledged it and agreed to the resolution. To my knowledge, that is the only broken glass reported to us. We do not conduct monthly or quarterly inspections ourselves; instead, we rely on regular city and fire inspections, as well as communication from tenants, to stay informed about needed repairs.*

*Moermond: I'd like to invite Ms. Hanson back to see if she has any additional comments. I also want to check in with staff to see if they want to add anything further to the record.*

*Day: Sure. Thank you, I appreciate it.*

*Moermond: You've heard quite a bit today. Based on your experience and the materials you've reviewed, is there anything you think we should be paying particular attention to? Is there anything you'd like to state for the record at this point?*

*Sass: One issue noted is the presence of mold, which was also discussed with Scott. In the MNOI, a sizable expense is listed for mold abatement, and Scott indicated that this is expected to be an ongoing cost. So, there have been some attempts to address the mold concerns in the past.*

*Moermond: All right, thank you.*

*Hanson: We want to address a few points. First, regarding the claim that some issues were not brought to the landlord's attention, many were documented in the tenant declarations, including text messages, such as those about water damage in unit 5. These records show the landlord was informed, though sometimes it may have been a different representative than Mr. Day. Second, many problems existed when tenants moved in. For example, broken doors, windows, and cracked glass were present upon entry. According to the DSI rules related to rent stabilization, landlords are considered to have notice of any conditions that would be revealed by a reasonable inspection at the start of tenancy. We encourage reviewing the tenant declarations, which provide detailed information on when and how these issues were reported or noted at move-in.*

*Curran: I would add that some tenants only learned about certain issues upon the inspection by Mr. Trostle because they're not experts, so they don't know about certain things like the electrical, you know, the grounded outlets, and things like that. That was when they first became aware of some of these issues.*

*Hanson: Tenants being told the buildings are old does not relieve landlords of their non-waivable obligations under the implied warranty of habitability per section 504B161. Regarding lead and asbestos, while landlords must hire contractors who comply with regulations, it is ultimately the building owners' responsibility to identify asbestos materials, as they are more familiar with their property. Concerning unit 10, the tenant moving out should remain part of the appeal since habitability issues in her unit persist beyond her tenancy. Lastly, many habitability problems raised by tenants remain unaddressed and continue to exist at the property, with no effective counter presented. Do you have any thoughts to add?*

*Curran: No, that's all.*

*Hanson: That was our wrap-up of what we had.*

*Moermond: OK. Any other comments from staff? I'm going to do my wrap-up today. I want to reflect on what I'm hearing and not leave it hanging. First, this is a quasi-judicial proceeding, meaning the council acts as judges when making decisions. Please don't contact council members outside the public hearing to ensure everyone has the same information. Based on today's conversation, I expect additional materials, as Mr. Day mentioned. I invite you to submit those by August 1st, close of business, Friday, to allow time for review and inclusion in my recommendation to the City Council. I plan to provide my recommendation by September 3rd, with the public hearing scheduled for September 10th. All submitted materials will be shared with everyone, no surprises. Notes from today's hearing will be posted online, not transcripts, and will be cleaner without filler words. The notes will be posted before the recommendation. I will consider appeals only for units currently under appeal; that's the extent of my authority. Any other action would require a separate form. I don't have anything else I'm looking for today. Staff, is there anything we haven't covered? Alright then, I'll say this meeting is adjourned.*

***Attachments:***

934 Ashland Ave. Unit 1 6-17-25
934 Ashland Ave. Unit 1- Request Increase Form 6-17-25
934 Ashland Ave. Unit 1- MNOI 6-17-25
934 Ashland Ave. Unit 1- Landlord Worksheet 6-17-25
934 Ashland Ave. Unit 1- Cover Letter 6-17-25
934 Ashland Ave. Unit 1- Units Effective Sheet 6-17-25
934 Ashland Ave. Unit 1- DSI Letter 6-17-25
934, 938-948 AND 942-944 ASHLAND AVE- Email chain between Janie and Abbie Hanson 7-9-25
934, 938-948 AND 942-944 ASHLAND AVE- CERTIFICATE OF REPRESENTATION AND PARTIES 7-9-25
934 Ashland Ave Units 1 and 5 letter 7-9-25
934, 938, 942 Ashland Ave Owner Letter- 6-16-25
934, 938 and 942 Ashland Ave- Appellants Declarations 7-10-25
934, 938 and 942 Ashland Ave- Appellants' Exhibit 1- Expert Report of John Trostle 7-10-25
934, 938, 942 Ashland Ave- Appellants_ Memorandum 7-10-25
Trostle - shaking upper rear balcony video.MOV 7-14-25
Unit 5 - Back Staircase 7-14-25
Unit 5 - Movable Wall 7-14-25
Unit 5 - Front Door 7-14-25
Unit 6 - Movable floor tile 7-14-25
Unit 6 - Wobbly Deck 7-14-25
Unit 6 - Movable radiator 7-14-25
Unit 9 - leaking bathroom ceiling 7-14-25
Unit 9 - Unstable deck 7-14-25
Appellants' Supplemental Submission 8-1-25

# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

RECEIVED
JUN 11 2025
CITY CLERK

**Saint Paul City Council – Rent Stabilization**
**310 City Hall, 15 W. Kellogg Blvd.**
**Saint Paul, MN 55102**
**651-266-8568**

***We need the following to process your appeal:***

- X **$25 filing fee (non-refundable (payable to the City of Saint Paul**
- X **Copy of the Department of Safety & Inspections Determination Letter**
- ___ * **Attachments you may wish to include** *attachments will be forthcoming
- X **This appeal form completed**
- ___ **Walk-In** X **Email** ___ **US Mail**

***HEARING DATE & TIME***
*(provided by Rent Stabilization Appeals Staff)*

***DATE:*** July 17, 2025

***TIME:*** 1:00 p.m

***LOCATION OF HEARING:***
**Room 330 Saint Paul City Hall**
**15 West Kellogg Blvd.**
**Saint Paul, MN 55102**

## *Address Being Appealed:*

| 942 Unit #12 | Saint Paul, MN | 55104 |
|---|---|---|
| **Number & Street & Unit Number (if appliable)** | **City & State** | **Zip Code** |

## *Appellant:*

| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
|---|---|
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 06/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

6/5/25

## *Property Owner (if other than appellant):*

| Judith Day | |
|---|---|
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

Housing Justice Center

June 12, 2025

City of Saint Paul - Rent Stabilization
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

*via email at rentappeals@ci.stpaul.mn.us*

**Re: Rent Stabilization Appeal—934, 938, 942 Ashland Avenue, Saint Paul, MN 55104**

To Whom It May Concern:

Enclosed please find the rent-stabilization appeal applications for tenants of the following three apartment buildings: 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (the "Ashland Apartments").[1]

The Ashland Apartments consist of 12 rental units, spread across three buildings. On April 28, 2025, staff from the Department of Safety and Inspections ("DSI") issued a single determination letter granting the owner of the Ashland Apartments a rent-cap exception. As shown in the attached DSI determination letter, staff approved a uniform rent increase of up to 28.52% for all 12 units of the Ashland Apartments. Units 6 and 7 were granted an additional rent-cap exception of 23.64% based on capital improvements, meaning that those two units are subject to a total possible rent increase of up to 52.16%.

The tenants of the Ashland Apartments are appealing DSI's determination. Housing Justice Center represents the following tenants in their appeal.

| 934 Ashland | | 938 Ashland | | 942 Ashland | |
|---|---|---|---|---|---|
| **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** | **Unit** | **Tenant(s)** |
| 1 | Jill Ackerman | 6 | Ehren Stemme | 8 | Kayla Simonson |
| 2 | Vincent Cornell | | | 9 | Jessica Skaare |
| | | | | 10 | Autumn Buel |
| | | | | 11 | Samuel Perkins & Chloe Cable |
| | | | | 12 | Lillian Johnson & Eleanor Rowen |

[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of some tenants differs from the address identified in the staff determination letter. Tenants have listed their mailing addresses on the appeal forms, but for purposes of this appeal, we are using the addresses as identified by the staff determination letter.

**We ask that the City consolidate the attached appeals and schedule a single legislative hearing.** A memorandum explaining the basis for the tenants' appeal will be forthcoming, along with a report from a habitability expert about the condition of the Ashland Apartments.

Please note that the above identified tenants bring their appeal on behalf of **all units** in the Ashland Apartments. The Rent-Stabilization Ordinance allows tenants to appeal building-wide rent-cap exceptions that have been approved through a single department determination. *See* SPLC § 193A.07(g) (The landlord or tenant shall have the right to appeal *the department determination.*"); SPLC § 193A.07(a)(8) ("A landlord or tenant may appeal *any* department determination to the legislative hearing officer."). Here, the challenged building-wide rent increase has been approved through a single department determination issued on April 28, 2025. As such, the appeal is brought on behalf of all 12 impacted units.

Counsel from Housing Justice Center will deliver the required appeal fees to City Hall, 15 Kellogg Blvd. West, Room 310 later today (June 12).

Please contact me with any questions about the tenants' appeal.

Sincerely,

*s/ Abbie Hanson*

Abbie Hanson
Tenant Rights Attorney, Housing Justice Center
651-391-8393
ahanson@hjcmn.org

Encl: Copy of the April 28, 2025 DSI Determination Letter

Completed Appeal Forms for: Jill Ackerman (Unit 1); Vincent Cornell (Unit 2); Ehren Stemme (Unit 6); Kayla Simonson (Unit 8); Jessica Skaare (Unit 9); Autumn Buel (Unit 10); Samuel Perkins & Chloe Cable (Unit 11); and Lillian Johnson & Eleanor Rowen (Unit 12)

**934 Ashland Avenue**

**Parcel ID: 022823240077**

Apartment #1

934 Ashland Avenue Apt#1 Saint Paul, MN 55104

Apartment #2

934 Ashland Avenue Apt#2 Saint Paul, MN 55104

Apartment #3

934 Ashland Avenue Apt#3 Saint Paul, MN 55104

Apartment #4

934 Ashland Avenue Apt#4 Saint Paul, MN 55104

Apartment #5

934 Ashland Avenue Apt#5 Saint Paul, MN 55104

**938 Ashland Avenue**

**Parcel ID: 022823240078**

Apartment #6

938 Ashland Avenue Apt#6 Saint Paul, MN 55104

Apartment #7

938 Ashland Avenue Apt#7 Saint Paul, MN 55104

**942 Ashland Avenue**

**Parcel ID: 022823240079**

Apartment #8

942 Ashland Avenue Apt#8 Saint Paul, MN 55104

Apartment #9

942 Ashland Avenue Apt#9 Saint Paul, MN 55104

**942 Ashland Avenue (Continued)**

**Parcel ID: 022823240079**

Apartment #10

942 Ashland Avenue Apt#10 Saint Paul, MN 55104

Apartment #11

942 Ashland Avenue Apt#11 Saint Paul, MN 55104

Apartment #12

942 Ashland Avenue Apt#12 Saint Paul, MN 55104

4/11/2025 5:15:27 PM

Time of Completion (Read only) *

4/11/2025 5:15:27 PM

Applicant Name (Read only)

Judith Day

Applicant Email (Read only)

Amsterdam5839@gmail.com

Applicant Phone (Read only)

651-269-9437

Applicant Address (Read only)

1787 Sargent Avenue Saint Paul, Mn. 55105

Company Represented (Read only)

Self

Owner (Read only)

Judith Day

PIN (Read only)

022823240077/022823240078/022823240079

Portion of the Building (Read only)

Entire building

Consistent Increases (Read only)

Yes

Percent Increase Proposed (Read only)

30%

Effective Date (Read only)

6/30/2025

Justification (Read only)

["An increase in real property taxes","An unavoidable increase in operating expenses","A capital improvement project","An increase in tenants occupying the rental unit"]

Condition of Property (Read only)

No known code violations

Added Information (Read only)

please refer to financial details provided in St Paul Rent stabilization meeting with Lynne Ferkinhoff and Demetrius on 4/11/25

Staff or Self Determination (Read only)

Requesting City staff determination for increases greater than 8% or Just Cause Vacancy

Current Year GSRI (Read only)

-

Fair Net Operating Income (Read only)

-

Missed Fair Revenue (Read only)

-

Property Address (Read only)

934/938/942 Ashland Avenue Saint Paul, Mn 55104

Allowable Rent Increase (Read only)

-

Application Status (Read only)

Approved - Notified

Appeal Status (Read only)

-

Staff Notes (Read only)

Attached MNOI PDF is the 2023 fillable version. CPI information is incorrect. View spreadsheet for accurate calculation data.

934: Last Inspection Date: Jun 15, 2023 rated as a class B property....

See more

Attachment (Read only)

-

Completion Time (Read only)

4/11/2025 12:15 PM

Attachments

Document.pdf
934-942 Ashland Ave MNOI.xlsx
Landlord MNOI - Cap Improvement Worksheet 2024.pdf
Staff Determination Letter- 934, 938, 942 Ashland Ave -- 4-28-2025.pdf

SAINT PAUL
MINNESOTA

# RENT STABILIZATION

## Landlord Worksheet
## Rent Increase using Fair Return Standard:
## Maintenance of Net Operating Income (MNOI)

### Amortized Costs of Capital Improvements included in Operating Expenses

## Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. **Presumption of Base Year Net Operating Income**

   It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. **Fair Return**

   A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. **Base Year**

   (a) Calendar year 2019 is the Base Year.

   (b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

   (c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. **Current Year**

   The "current year" shall be the calendar year preceding the application.

5. **CPI (Consumer Price Index)**

   The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [Bureau of Labor Statistics Data (bls.gov)].

**I. *General Information About the Property***

1. Street Address: 934/938/942 Ashland Avenue Saint Paul, MN 55104
2. Parcel Numbers(s): 022823240077/022823240078/022823240079
3. Year Property Purchased by Current Owner: 12/03/2007
4. Total Number of Units on the Property: 12
5. Total Number of Units Affected by Proposed Rent Increase: 12
6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: None

**II. *Landlord Information***

7. Name: Judith Day
8. Phone(s): ( )(651) 269-9437
9. Business Address: 1787 Sargent Avenue
10. City, State, Zip: Saint Paul, MN 55104
11. Business E-mail: Amsterdam5839@gmail.com

**III. *Agent Information*** *(if applicable)*

12. Name:
13. Phone(s): ( )
14. Business Address:
15. City, State, Zip:
16. Business E-mail:

**IV. *Services***

**17. Please Check The Applicable Boxes**
(Identify the manner in which each service is paid)

| Type of Service | Paid by Landlord, but not passed through to Tenants | Tenants pay service directly | Landlord pays service and passes cost through to Tenants |
|---|---|---|---|
| Gas | | X | |
| Electricity | | X | |
| Water | X | | |
| Sewer | X | | |
| Garbage | X | | |
| Other: | HEAT | | |

**V. *Changes to Services***

**18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:**

Owner provides heating, water, sewage, garbage removal, and snow removal.

**19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:**

None

**VI. Income and Expense Explanation and Calculations**

**20. Calculation of Net Operating Income**

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

**A. Gross Rental Income**

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

**B. Gross Rental Income Shall <u>Not</u> Include:**

(1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
(2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

### C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

☐ **Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

**VII. Operating Expenses**

**Operating expenses include:** Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

**Operating expenses shall <u>not</u> include the following:**

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

## VIII. Income and Operating Expense Worksheet

| Annual Total | | |
|---|---|---|
| (Insert Base and Current Years) | **Base Year (2019)**** | **Current Year (2023)** |
| **Rental Income** | $154500 | $169500 |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | $ | $ |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| | | |
| **18. Total Income** | $ 154500 | $ 169500 |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year (2019)** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $26008 | $35402 |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $11469.95 | $18994.3 |
| **6.** Accounting | $600 | $600 |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $5569.13 | $20446.14 |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $6932.48 | $6683.42 |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $9680.11 | $11865.54 |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $3576.32 | $4083.93 |
| **22.** Sewer | $573.82 | $523.81 |
| **23.** Garbage & Recycling | $ 3037.21 | $ 4373.62 |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** Misc. (See spreadsheet) | $2527.4 | $13527.51 |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $69974.42 | $116500.27 |

## X. Allowances for Capital Improvements

**The Amortized Costs of Capital Improvements**. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.

2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.

3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.

4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was $20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

| Capital Improvement Cost | Interest Allowance | Period | Total Principal & Interest – Life of Improvement | Total Interest – Life of Improvement |
|---|---|---|---|---|
| $20,000 | 5.88% | 10 yrs. 120 mos. | $26,500.52* | $6,500.52 |

| Annual Amortized Cost | Monthly Amortized Cost | # of Units | Monthly Cost per Unit |
|---|---|---|---|
| $2,650.05 | $220.84 | 4 | $55.21 |

| XI. Amortization Period of Capital Improvements/Expenses | |
|---|---|
| In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit. | Years |
| ***Appliances*** | |
| Air Conditioners* | 10 |
| Refrigerator* | 5 |
| Stove* | 5 |
| Garbage Disposal | 5 |
| Water Heater* | 5 |
| Dishwasher | 5 |
| Microwave Oven | 5 |
| Washer/Dryer | 5 |
| Fans* | 5 |
| Cabinets* | 10 |
| Carpentry | 10 |
| Counters* | 10 |
| Doors* | 10 |
| Knobs | 5 |
| Screen Doors | 5 |
| Fencing and Security* | 5 |
| Management | 5 |
| Tenant Assistance | 5 |
| | |
| ***Structural Repair and Retrofitting*** | |
| Foundation Repair* | 10 |
| Foundation Replacement* | 20 |
| Foundation Bolting* | 20 |
| Iron or Steel Work | 20 |
| Masonry-Chimney Repair* | 20 |
| Shear Wall Installation* | 10 |
| Electrical Wiring* | 10 |
| Elevator* | 20 |
| | |
| ***Fencing*** | |
| Chain | 10 |
| Block | 10 |
| Wood | 10 |
| | |
| ***Fire Systems*** | |
| Fire Alarm System* | 10 |
| Fire Sprinkler System* | 20 |
| Fire Escape* | 10 |

| ***Flooring/Floor Covering*** | |
|---|---|
| Hardwood | 10 |
| Tile and Linoleum | 5 |
| Carpet | 5 |
| Carpet Pad | 5 |
| Subfloor | 10 |
| | |
| Fumigation Tenting* | 5 |
| Furniture | 5 |
| Automatic Garage Door Openers* | 10 |
| | |
| ***Gates*** | |
| Chain Link | 10 |
| Wrought Iron | 10 |
| Wood | 10 |
| | |
| ***Glass*** | |
| Windows* | 5 |
| Doors* | 5 |
| Mirrors | 5 |
| | |
| ***Heating**** | |
| Central | 10 |
| Gas | 10 |
| Electric | 10 |
| Solar | 10 |
| Insulation | 10 |
| | |
| ***Landscaping*** | |
| Planting | 10 |
| Sprinklers | 10 |
| Tree Replacement | 10 |
| | |
| ***Lighting*** | |
| Interior* | 10 |
| Exterior* | 5 |
| | |
| Locks* | 10 |
| Mailboxes* | 10 |
| Meters* | 10 |
| | |
| ***Plumbing*** | |
| Fixtures* | 10 |
| Pipe Replacement* | 10 |
| Re-Pipe Entire Building* | 20 |
| Shower Doors* | 5 |

| | |
|---|---|
| ***Painting*** | |
| Interior | 5 |
| Exterior | 5 |
| | |
| ***Paving*** | |
| Asphalt | 10 |
| Cement | 10 |
| Decking | 10 |
| Plastering | 10 |
| Sump Pumps* | 10 |
| Railings* | 10 |
| | |
| ***Roofing**** | |
| Shingle/Asphalt | 10 |
| Built-up, Tar and Gravel | 10 |
| Tile | 10 |
| Gutters/Downspouts | 10 |
| | |
| ***Security**** | |
| Entry Telephone Intercom | 10 |
| Gates/Doors | 10 |
| Fencing | 10 |
| Alarms | 10 |
| | |
| Sidewalks/Walkways* | 10 |
| Stairs | 10 |
| Stucco | 10 |
| Tilework | 10 |
| Wallpaper | 5 |
| | |
| ***Window Coverings**** | |
| Drapes | 5 |
| Shades | 5 |
| Screens | 5 |
| Awnings | 5 |
| Blinds/Mini-blinds | 5 |
| Shutters | 5 |

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of $250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

**XII. *Interest Allowance*** **If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.**

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.
http://www.freddiemac.com/pmms/archive.html

1. Completed Capital Improvement and Expense Worksheet (**Base Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: $_____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (**Current Year**)

| (a) Date of Improvement | (b) Description of Expense | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k)

Total for Current Year: $_____

## XIII. Blank Worksheet (Optional – Available for Applicant Use)

**XIV. *Owner Performed Labor***

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

| Owner Performed Labor – Base Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Owner Performed Labor – Current Year | | | | |
|---|---|---|---|---|
| **Date** | **Hours** | **Hourly Rate** | **Units Impacted** | **Type of Work** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**XV. *Planned Capital Improvements***

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

**Column:**
**(b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.**
**(c) - List each unit that will benefit from the capital improvement/expense.**
**(b) - Provide the date you expect to complete each capital improvement/expense.**
**(d) - State the estimated cost of each improvement/expense.**

| (a) Item # | (b) Description of Expense & Estimated Date of Completion | (c) # of Units Impacted By Expense If not all units | (d) Initial Cost | (e) Interest Rate Allowed* | (f) Amortization Period (years)* | (g) Interest Amount | (h) Total Cost [Principal + Interest] | (i) Annual Cost | (j) Monthly Cost | (k) Monthly Cost Per Unit |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |
| | | | $ | % | | $ | $ | $ | $ | $ |

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

**Proposed** Total Capital Expenses $_____

***XVI. Net Operating Income (NOI)***

**Net Operating Income = Income – Operating Expenses:**

| | Base Year (2019) | Current Year (2023) |
|---|---|---|
| **1. Total Annual Income** | $154500 | $169500 |
| **2. Annual Operating Expenses** | $69974 | $116500 |
| **3.Current Net Annual Operating Income** (Income – Operating Expenses): | $84525.58 | $52999.73 |
| **4.CPI** [Annual Average CPI] | 250.106 | 292.720 |
| **5.Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 17.04% |
| **6.Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $101337.69 |
| **7.Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 Current Year – Line 3] | | $48337.96 |
| **8.Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1) | | 28.52 % |

## XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

1. **Check this box ☐ if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.**
2. **Check the factors below that are applicable to your claim.**

☐ A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- ☐ (i) Extraordinary amounts were expended for necessary maintenance and repairs
- ☐ (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- ☐ (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

☐ B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- ☐ (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- ☐ (ii) The gross income during the base year was significantly lower than normal because o the destruction of the premises and/or temporary relocation for construction or repairs.
- ☐ (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- ☐ (v) Other exceptional circumstances

**[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].**

☐ C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

| XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts | | |
|---|---|---|
| | **Annual Total** | |
| (Insert Base and Current Years) | **Base Year ( )** | **Current Year (2023)** |
| **Rental Income** | $ | $ |
| **1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.** | $ | $ |
| 2. Portion Attributable to Vacancy | $ | $ |
| Fees (indicate what fee is for): | | |
| 3. Late fees | $ | $ |
| 4. List fees, other than utilities, collected for services & amenities not included in rent | $ | $ |
| 5. | $ | $ |
| 6. | $ | $ |
| 7. | $ | $ |
| **Other Income (list separately by type)*:** | | |
| 8. | $ | $ |
| 9. | $ | $ |
| 10. | $ | $ |
| **Fees for Utilities** | | |
| 11. Gas | | |
| 12. Electricity | $ | $ |
| 13. Water | $ | $ |
| 14. Sewer | $ | $ |
| 15. Garbage & Recycling | $ | $ |
| **Other (list separately by type)** | | |
| 16. | $ | $ |
| 17. | $ | $ |
| **18. Total Income** | **$** | **$** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | | |

| XXII. Operating Expenses Worksheet | Annual Total | |
|---|---|---|
| **(Insert Base and Current Years)** | **Base Year ( )** | **Current Year (2023)** |
| **1.** Assessments | $ | $ |
| **2.** Real Property Taxes | $ | $ |
| **3.** License Tax/Fee | $ | $ |
| **4.** Rent Board Registration Fees | $ | $ |
| **5.** Insurance | $ | $ |
| **6.** Accounting | $ | $ |
| **7.** Legal (explain types of legal expenses) | $ | $ |
| **8.** Manager /Management Services | $ | $ |
| **9.** Security | $ | $ |
| **10.** Office Supplies | $ | $ |
| **12.** Normal Repairs | $ | $ |
| **13.** Owner-Performed Labor | $ | $ |
| **14.** Plumbing Maintenance | $ | $ |
| **15.** Pool Maintenance | $ | $ |
| **16.** Landscape Maintenance | $ | $ |
| **17.** Other Maintenance | $ | $ |
| **18.** Parking Lot/Street Maintenance | $ | $ |
| **19.** Gas (separately metered only) | $ | $ |
| **20.** Electricity (separately metered only) | $ | $ |
| **21.** Water | $ | $ |
| **22.** Sewer | $ | $ |
| **23.** Garbage & Recycling | $ | $ |
| **24.** Amortized portion of Capital Expense [from page _____; column (i) ] | $ | $ |
| Other **(list separately by type):** | $ | $ |
| **25.** | $ | $ |
| **26.** | $ | $ |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **27. TOTAL OPERATING EXPENSES** | $0 | $0 |

## XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

| | Base Year | Current Year (2023) |
|---|---|---|
| **1. Proposed Adjusted/Total Income*** | $_____ | $_____ |
| **2.Operating Expenses** | $_____ | $_____ |
| **3. Net Operating Income (Income – Operating Expenses):** | $_____ | $_____ |
| **4. CPI** [Annual Average CPI. Please enter the appropriate CPI value from the table below] | _____ | 292.720 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI — Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | _____ |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $_____ |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 3 Current Year – Line 6] | | $_____ |
| **8. Allowable Rent Increase Percentage** (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1) | | _____% |

| **Year** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** |
|---|---|---|---|---|---|---|---|---|
| **CPI Value (Line 4)** | 230.567 | 234.145 | 239.239 | 244.969 | 250.106 | 252.997 | 265.244 | 285.008 |

## XXIV. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

## XXV. Documentation of Current Year & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Attachment, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

## VIII. Income and Operating Expense Worksheets

| Income Worksheet | | |
|---|---|---|
| Click "Select Base Year" for Drop-down Menu | Base Year 2019 | Current Year 2024 |
| **Rental Income** | | |
| **1.** Gross Scheduled Rental Income | $ 154,500.00 | $ 169,500.00 |
| **2.** Portion Attributable to Vacancy | | |
| Fees (indicate what fee is for): | | |
| **3.** Late fees | | |
| **4.** List fees, other than utilities, collected for services & amenities not included in rent | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **Other Income (list separately by type)*:** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **Fees for Utilities** | | |
| **11.** Gas | | |
| **12.** Electricity | | |
| **13.** Water | | |
| **14.** Sewer | | |
| **15.** Garbage & Recycling | | |
| Other (list separately by type) | | |
| **16.** | | |
| **17.** | | |
| | | |
| **18. Total Income** | **$ 154,500.00** | **$ 169,500.00** |
| (add only lines 1 and 3-17) | | |
| | | |
| | | |
| *Interest earned by Landlord on Tenant security deposits, other interest or investment income. | **(or an alternative year in the event of extenuating circumstances) | |

| IX. Operating Expenses Worksheet | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1.** Assessments | | |
| **2.** Real Property Taxes | $ 26,008.00 | $ 35,402.00 |
| **3.** License Tax/Fee | | |
| **4.** Rent Board Registration Fees | | |
| **5.** Insurance | $ 11,469.95 | $ 18,994.30 |
| **6.** Accounting | $ 600.00 | $ 600.00 |
| **7.** Legal (explain types of legal expenses) | | |
| **8.** Manager /Management Services | | |
| **9.** Security | | |
| **10.** Office Supplies | | |
| **12.** Normal Repairs | $ 5,569.13 | $ 20,446.14 |
| **13.** Owner-Performed Labor | | |
| **14.** Plumbing Maintenance | $ 6,932.48 | $ 6,683.42 |
| **15.** Pool Maintenance | | |
| **16.** Landscape Maintenance | | |
| **17.** Other Maintenance | | |
| **18.** Parking Lot/Street Maintenance | | |
| **19.** Gas (separately metered only) | $ 9,680.11 | $ 11,865.54 |
| **20.** Electricity (separately metered only) | | |
| **21.** Water | $ 3,576.32 | $ 4,083.93 |
| **22.** Sewer | $ 573.82 | $ 523.81 |
| **23.** Garbage and Recycle | $ 3,037.21 | $ 4,373.62 |
| **24.** Amortized portion of Capital Expense | $ - | |
| **Other (list separately by type):** | | |
| **25.** Fire Saftey | $ 127.40 | $ 246.00 |
| **26.** Plowing | $ 2,400.00 | $ 4,000.00 |
| **27.** Mold Abatement | | $ 8,348.17 |
| **28.** Gutters | | $ 933.34 |

| | | |
|---|---|---|
| **29.** | | |
| **30.** | | |
| **31.** | | |
| **32.** | | |
| Additional operating expense items can be listed for this worksheet using separate page(s) as needed. | | |
| **32. TOTAL OPERATING EXPENSES** | **$ 69,974.42** | **$ 116,500.27** |

| XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount: | | |
|---|---|---|
| | **Base Year 2019** | **Current Year 2024** |
| **1. Proposed Adjusted/Total Income*** | $ 154,500.00 | $ 169,500.00 |
| **2. Operating Expenses** | $ 69,974 | $ 116,500 |
| **3. Net Operating Income (Income – Operating Expenses):** | $ 84,525.58 | $ 52,999.73 |
| **4. CPI** [Annual Average CPI] | 250.106 | 299.852 |
| **5. Percent Annual Increase in CPI Base Year to Current Year** [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI] | | 19.89% |
| **6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase** [Line 3 Base Year + Line 5 percent] | | $ 101,337.69 |
| **7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase** [Line 6 - Line 3 Current Year] | | $ 48,337.96 |
| **8. Allowable Rent Increase Percentage %** (Line 7 divided by Current Year Scheduled Rental Income) | | 28.52% |

*** This MNOI calculation requires a determination of an adjustment to the Base Year Total Income prior to completing this form. The proof provided in support of the Exceptional Circumstances required on Page 19 sections 2 (A) and 2 (B) of this form will determine if an adjustment is appropriate. A proposed Base Year Total Income adjustment can be provided as a starting point.**

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

April 28, 2025

Judith Day
1787 Sargent Avenue
Saint Paul, MN 55105

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF DEPARTMENT DETERMINATION

RE: 934, 938, 942 Ashland Avenue, Saint Paul, MN 55104

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

This is not a Final Determination and rent cannot be increased in the next 45 days.

If there is no appeal within the next 45 days, the determination will be considered final and you may proceed with the increase as approved above.

You and your tenants have the right to appeal this determination to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, phone: 651-266-8568 and must be filed within 45 days of this notice.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)
Rent-Stabilization@ci.stpaul.mn.us
651-266-8553

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

## 934, 938, 942 Ashland Ave.

| UNIT NUMBER | CAPITAL IMPROVEMENT INCREASE | | NOI INCREASE | | TOTAL ALLOWABLE INCREASE | NEW MAXIMUM RENT |
|---|---|---|---|---|---|---|
| 1 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 2 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 3 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 4 | 0.00% | + | 28.52% | = | 28.52% | $1,349.44 |
| 5 | 0.00% | + | 28.52% | = | 28.52% | $1,124.53 |
| 6 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 7 | 23.64% | + | 28.52% | = | 52.16% | $2,434.58 |
| 8 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 9 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 10 | 0.00% | + | 28.52% | = | 28.52% | $1,413.70 |
| 11 | 0.00% | + | 28.52% | = | 28.52% | $1,542.22 |
| 12 | 0.00% | + | 28.52% | = | 28.52% | $1,285.18 |

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Judith Day
1787 Sargent Ave.
Saint Paul, Minnesota 55105

VIA Email: Amsterdam5839@gmail.com

Re: Rent Control Appeals for the properties at 934, 938 and 942 Ashland Ave.

Dear Judith Day:

This is to inform you that your tenants in Apartments 934 Ashland Ave, Units 1 and 5, 938 Ashland Ave, Unit 6, and 942 Ashland Ave, Units 8, 9, 10, 11 and 12 are appealing the Department of Safety & Inspections' determination to allow up to an 8% increase in rent. A Legislative Hearing is scheduled on **July 17, 2025, at 1 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul MN 55102** to review this appeal. You are welcome to attend this hearing. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any question, please get in touch with me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us

Sincerely,

/s/

Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Jim Poradek, Housing Justice Center
Abbie Hanson, Housing Justice Center

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: rentappeals@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


June 24, 2025

Jim Poradek & Abbie Hanson
o/b/o Tenants: Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chole Cable, Lillian Johnson & Eleanor Rowen
942 Ashland Ave Units 8, 9, 10, 11, and 12
Saint Paul, Minnesota 55104

VIA Email: jporadek@hjcmn.org and ahanson@hjcmn.org

Re: Rent Control Appeal for property at 942 Ashland Ave Units 8, 9, 10, 11, and 12

Dear Mr. Poradek and Ms. Hanson:

This letter is to confirm that you are scheduled for a Legislative Hearing on **July 17, 2025, at 1:00 p.m. in Room 330 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102**. If this date doesn't work for you, please let me know as soon as possible. At that hearing, the Legislative Hearing Officer will develop a recommendation for the City Council, who will make the final decision. All materials should be submitted by July 10, 2025, to the Rent Appeal email address below. Please note that I have also informed your landlord of this appeal in a separate cover letter, in case they wish to attend the hearing.

Pursuant to Saint Paul Legislative Hearing Code 193A.07(g), any rent increase subject to the appeal may not be imposed until there is a final determination on the appeal by the City Council. Other tenant-landlord rules and laws continue to apply. Attached are materials which will be discussed at the hearing.

If you have any questions, please contact me at 651-266-8568 or email rentappeals@ci.stpaul.mn.us.

Sincerely,
/s/
Janie Vang
Executive Assistant to Rent Stabilization

Attachments

C: Rent Stabilization Staff
Judith Day

## Janie Vang

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Friday, June 20, 2025 3:01 PM
**To:** *CI-StPaul_RentAppeals
**Cc:** Jim Poradek; Emily Curran
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave
**Attachments:** CIV102_Ashland Rent Stabilization Appeal.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hi Janie,

A completed Certificate of Representation is attached.

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Friday, June 20, 2025 2:34 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

This is the standard form provided by the state, and it will be sufficient for our purposes. Since this matter is quasi-judicial and being heard by the City Council rather than the district court, please complete the sections that are relevant to your appeal.
Attached: CIV102.pdf

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 19, 2025 10:20 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

We did not state that we would not be providing the City the requested material. We are simply looking for clarification on why what we have provided thus far does not qualify as a "certificate of representation." We cannot comply with the City's request if we don't understand what the City is asking for.

In the appeal forms provided on June 12, the relevant portions of which are reproduced below, all appellants signed a document stating that we represent them in this matter. What other language is the City looking for in a certificate of representation? Alternatively, if the City has a standard "certificate of representation" form it uses, please provide that to us, as we could not find it on the City's website.

In addition, the appeal forms—which again, are signed by all appellants and are reproduced below—ask that the City "direct communication to" us, the appellants' attorneys. If the City's concern is that it is deviating from its standard communication procedure, it is HJC's view that the identified language and the accompanying appellant endorsements would address that concern. Please advise us as to what other language the City would need.

***Appellant:***

| | |
|---|---|
| Ehren Stemme | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| **Signature & Today's Date** | Tenant |
| | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Kayla Simonson | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/9/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Jessica Skaare | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

| | |
|---|---|
| Lillian Johnson & Eleanor Rowen | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| Lillian Johnson 6/4/2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |
| 6/5/25 | |

***Property Owner (if other than appellant):***

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| **Preferred Phone Number** | **Alternate Phone Number** |

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:

Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Jill Ackerman | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 602-460-1119 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| [signature] 6/4/25 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

## *Appellant:*

| | |
|---|---|
| Vincent Cornell | ahanson@hjcmn.org (attorney) |
| **Appellant Name** | **Email** |
| 612 978 5088 | 651-391-8393 (attorney) |
| **Preferred Phone Number** | **Alternate Phone Number** |
| ☐ 06-10-2025 | Tenant |
| **Signature & Today's Date** | **Is Appellant: Property Owner/ Manager *OR* Tenant ?** |

## *Property Owner (if other than appellant):*

| | |
|---|---|
| Judith Day | |
| **Property Owner Name** | **Email** |
| | |
| **Preferred Phone Number** | **Alternate Phone Number** |

## *What Is Being Appealed and Why?* *Attachments Are Acceptable*

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Autumn Buel
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Autumn Buel 6/11/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

***Appellant:***

Samuel Perkins & Chloe Cable
**Appellant Name**

ahanson@hjcmn.org (attorney)
**Email**

651-391-8393 (attorney)
**Alternate Phone Number**

**Preferred Phone Number**

Samuel Perkins 6/4/2025
**Signature & Today's Date**

Tenant
**Is Appellant: Property Owner/ Manager *OR* Tenant ?**

6/11/25

***Property Owner (if other than appellant):***

Judith Day
**Property Owner Name**

**Email**

**Preferred Phone Number**

**Alternate Phone Number**

***What Is Being Appealed and Why?*** ***Attachments Are Acceptable***

Please see the attached cover letter.

I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys:
Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393).

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Wednesday, June 18, 2025 4:07 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,
It is our standard practice to ensure all affected/interested parties receive notifications during the appeal process. You have asked that we deviate from this practice and communicate exclusively with you, at the Housing Justice Center. Because this is outside our standard practice, we asked for a certificate of representation. We understand that you will not be providing it and will continue with our standard practice of communicating to all affected/interested parties.

Thank you.

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*
SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Wednesday, June 18, 2025 10:01 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Janie,

The submitted appeal forms, which are signed by all the appellants, do have a representation statement on them: "I am represented in this matter by Housing Justice Center. Please direct communications to my attorneys: Jim Poradek (jporadek@hjcmn.org; 612-7233-0517) & Abbie Hanson (ahanson@hjcmn.org; 651-391-8393)." Please advise why that language will not suffice and provide a separate form or language that the City requires us to use. Such a form is not available to the public as far as we can determine.

Thank you,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

**From:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Sent:** Tuesday, June 17, 2025 4:31 PM
**To:** Abbie Hanson <ahanson@hjcmn.org>; *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** RE: Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hi Abbie,

We are happy to address all appeal correspondence to the Housing Justice Court as requested. However, we will need the appropriate certificate(s) of representation before we proceed. Please submit the required documentation as soon as you can.

Best regards,

*Janie Vang*
*Executive Assistant | She/her*
*Rent Stabilization*
*15 W Kellogg Blvd., City Hall*
*Saint Paul, MN 55102*
*P: 651.266.8568 janie.vang@ci.stpaul.mn.us*

SAINT PAUL
MINNESOTA

**From:** Abbie Hanson <ahanson@hjcmn.org>
**Sent:** Thursday, June 12, 2025 8:30 AM
**To:** *CI-StPaul_RentAppeals <RentAppeals@ci.stpaul.mn.us>
**Cc:** Jim Poradek <jporadek@hjcmn.org>; Emily Curran <ecurran@hjcmn.org>
**Subject:** Appeal by Residents Challenging the Rent Increase Determination at 934, 938, and 942 Ashland Ave

Hello,

Please see the attached cover letter, rent stabilization appeal applications, and DSI determination letter. A memorandum explaining the basis for the tenants' appeal will be forthcoming.

I will deliver a check for the required appeal fees to City Hall, room 310, later today.

Please confirm receipt of this appeal.

Sincerely,
**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Declarations

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

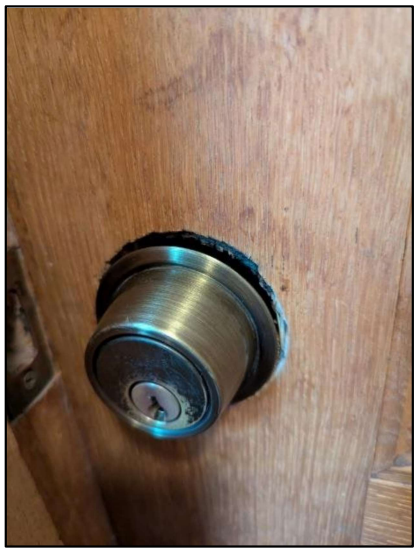
Samuel Perkins & Chloe Cable

Lillian Johnson

**DECLARATION OF JILL ACKERMAN**

1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since July 1, 2023. My current rent is $1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same $1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).

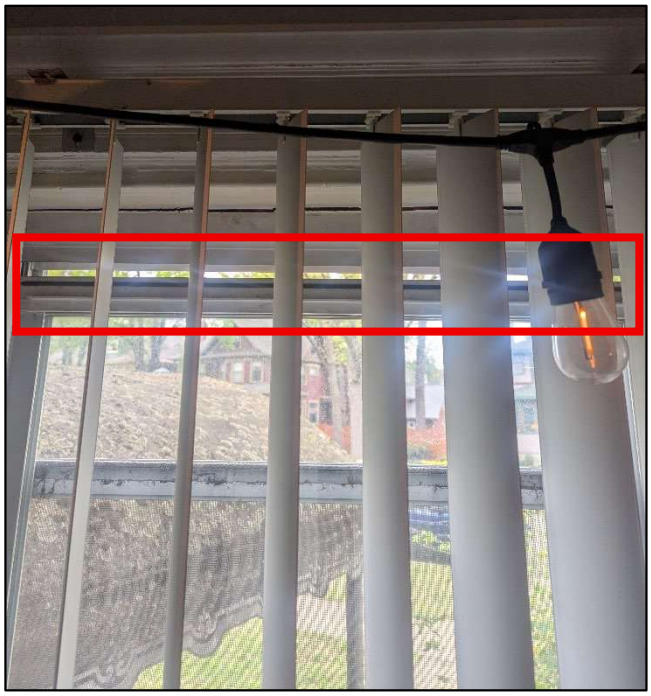


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

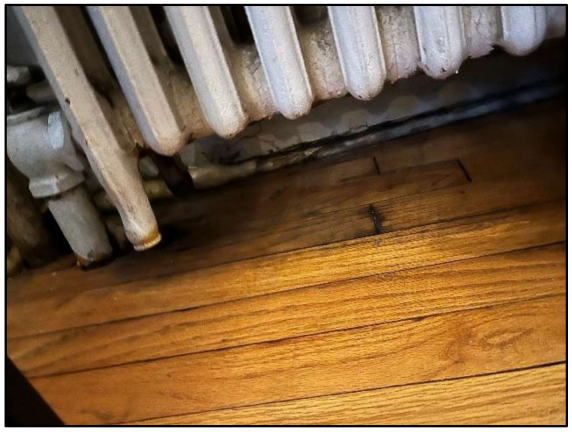
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.





7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,200 a month to $1,542 a month. An increase of $342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 *_/s/ Jill Ackerman_*

Jill Ackerman

**DECLARATION OF VINCENT CORNELL**

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is $875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I've lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos **a**, **b**, and **c** below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo **d** shows flooding of that area. Photos **a**, **b**, and **d** are from the recent storm on June 16, 2025. Photo **c** is from a storm in fall 2024.

**a**



**b**



**c**

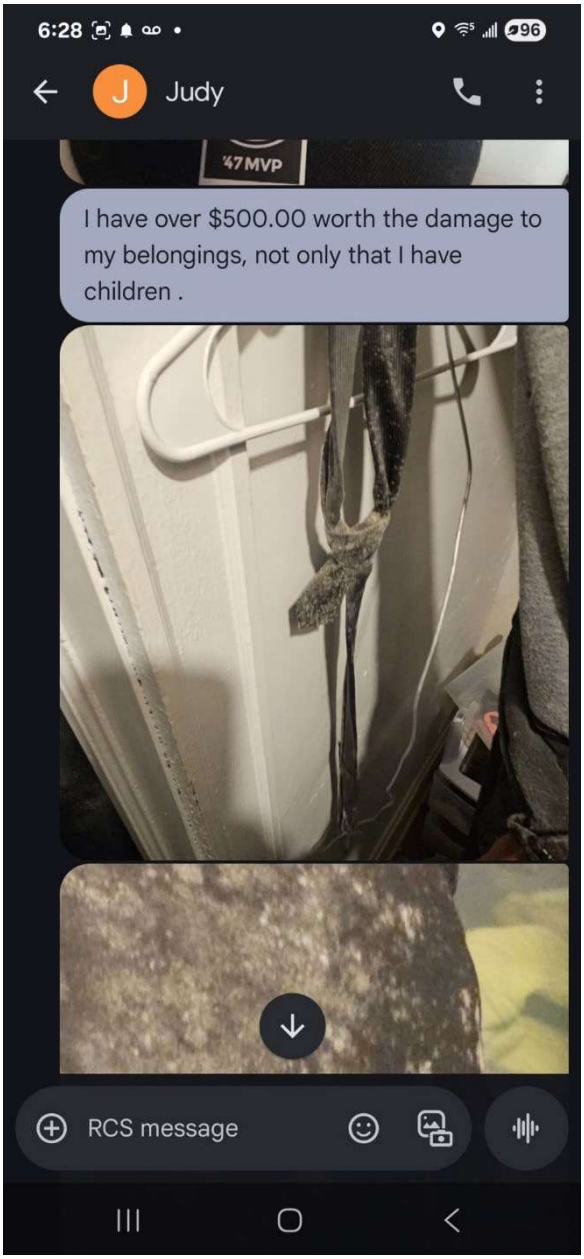


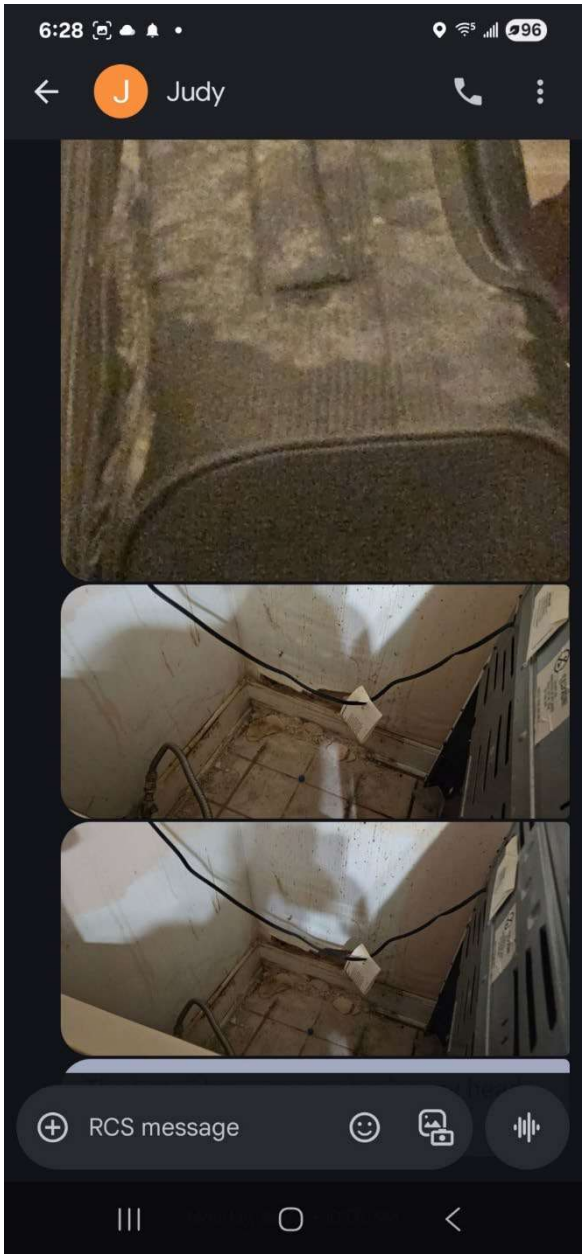
**d**



3. I have also taken videos of the flooding. The videos "Unit 5 – Back staircase" and "Unit 5 – Front Door,", which are included with this appeal were taken by me during rainstorms. "Unit 5 – Back Staircase" was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. "Unit 5 – Front Door" was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least $500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.

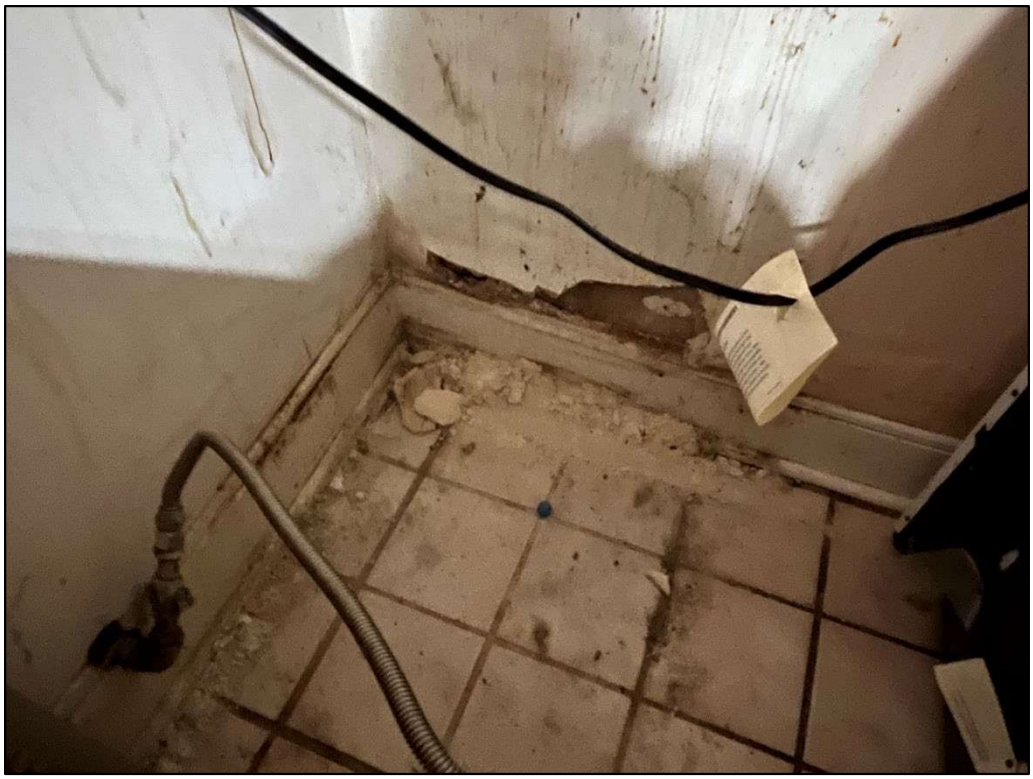

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


6:28
Judy
RCS message

5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.



7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.



8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."











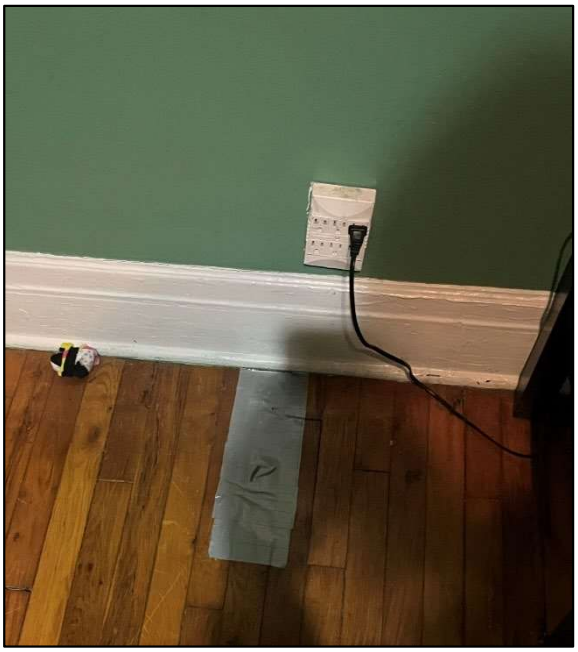


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







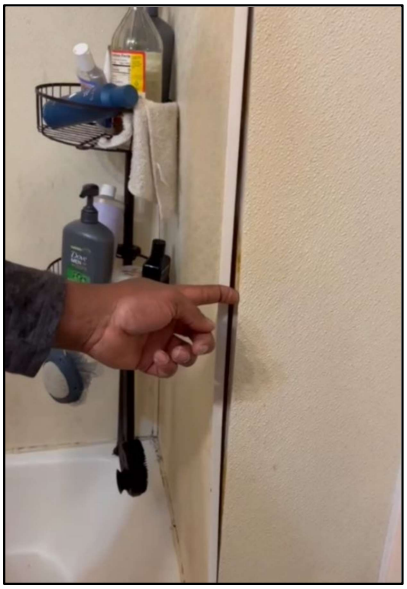


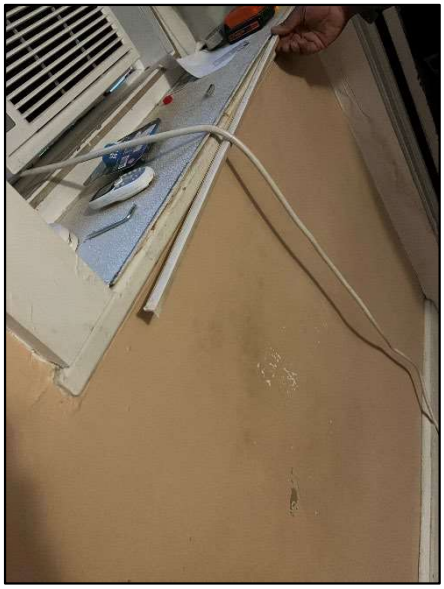




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from $875 a month to $1,124 a month. An increase of $249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

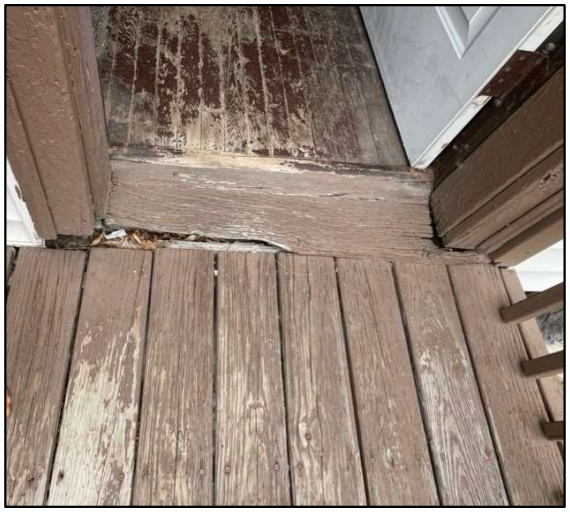
July 9, 2025 */s/ Vincent Cornell*

Vincent Cornell

**DECLARATION OF EHREN STEMME**

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is $1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled "Unit 6 – Wobbly deck," is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.





3. Multiple doors in my unit have some type of malfunction. The door to my son's bedroom does not stay closed, and closets in both my daughter's room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

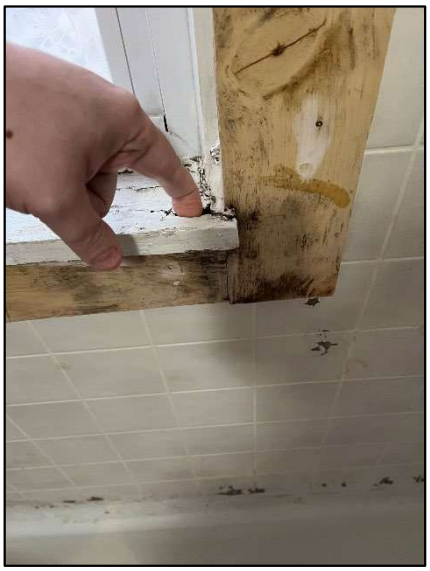
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.









6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.





7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled "Unit 6 – Movable radiator," is also included with this appeal.



8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.















12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from $1,500 to $1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,600 a month to $2,434 a month. An increase of $834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025 *_/s/ Ehren Stemme_*

Ehren Stemme

**DECLARATION OF KAYLA SIMONSON**

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 ("Ashland Apartments"). I have lived at Ashland Apartments since August 2022. My current rent is $1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment's unit has flaking paint and wood rot.





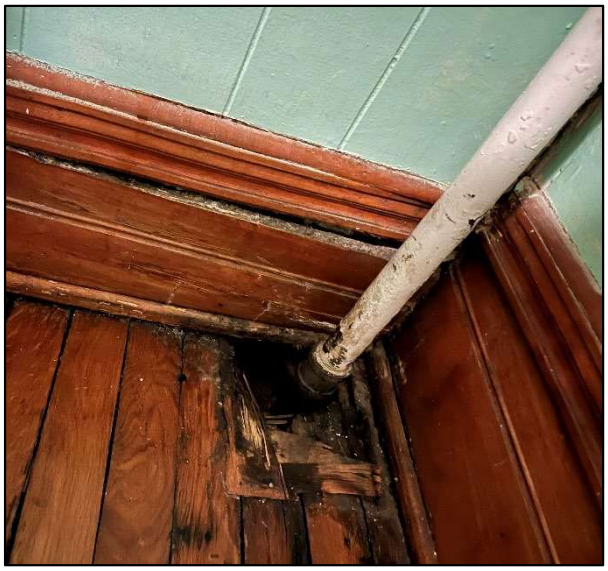
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.

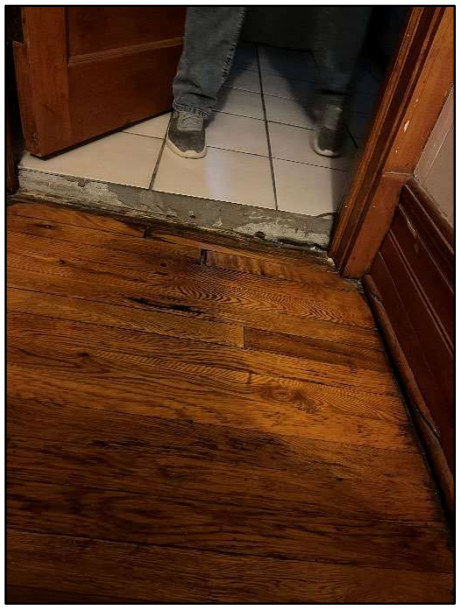






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





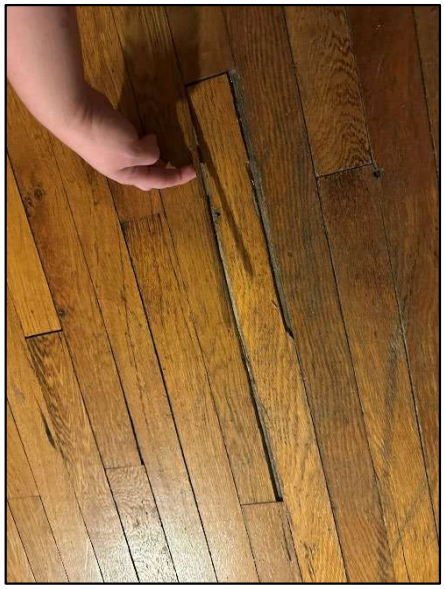








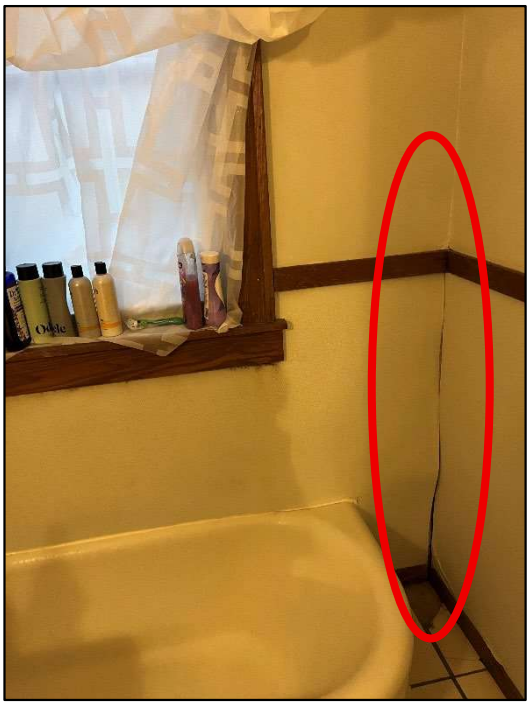




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.









6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.









8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Kayla Simonson*

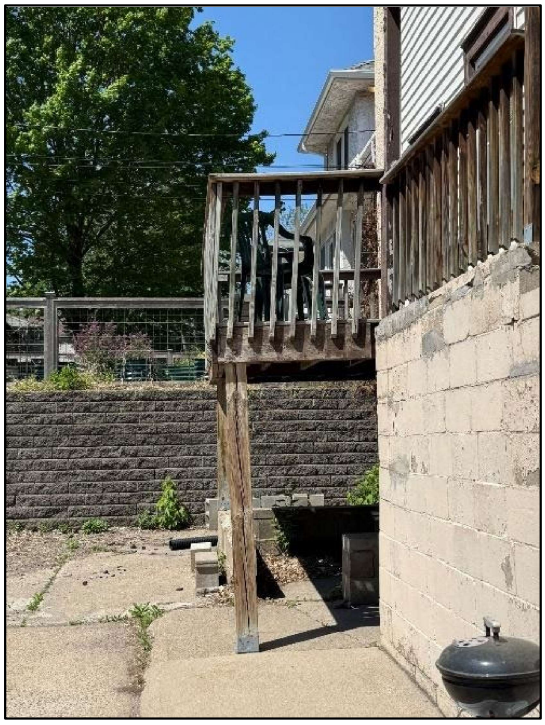
Kayla Simonson

**DECLARATION OF JESSICA SKAARE**

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

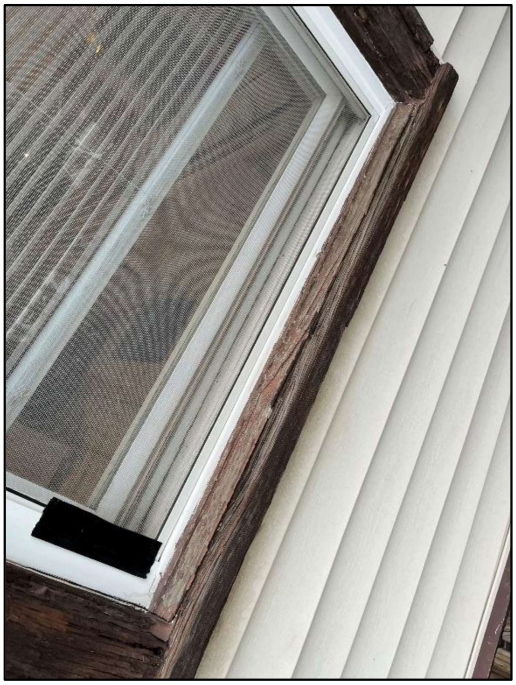
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled "Unit 9 – Unstable Deck" is included with this appeal.





3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.







4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled "Unit 9 – leaking bathroom ceiling" is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was "getting a part" for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s Jessica Skaare*

Jessica Skaare

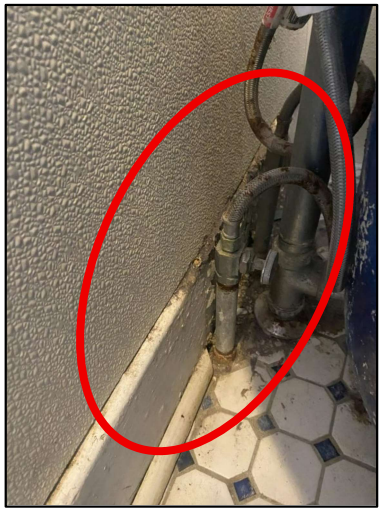
**DECLARATION OF AUTUMN BUEL**

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 ("Ashland Apartments"). My current rent is $1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I've had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,100 a month to $1,413 a month. An increase of $313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

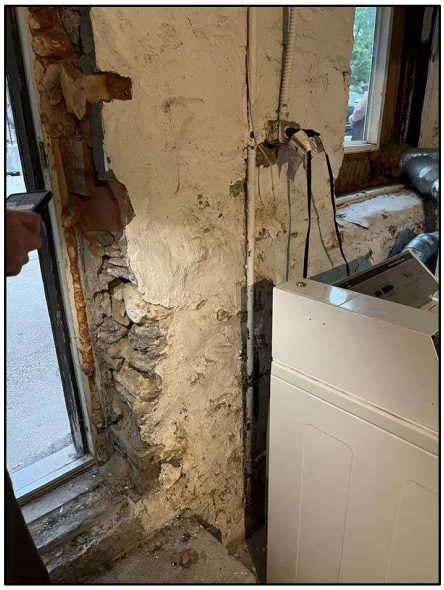
July 10, 2025 */s Autumn Buel*

Autumn Buel

**DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE**

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 ("Ashland Apartments"). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is $1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.













3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.



5. In our bathroom, the bathtub water valve is broken off.



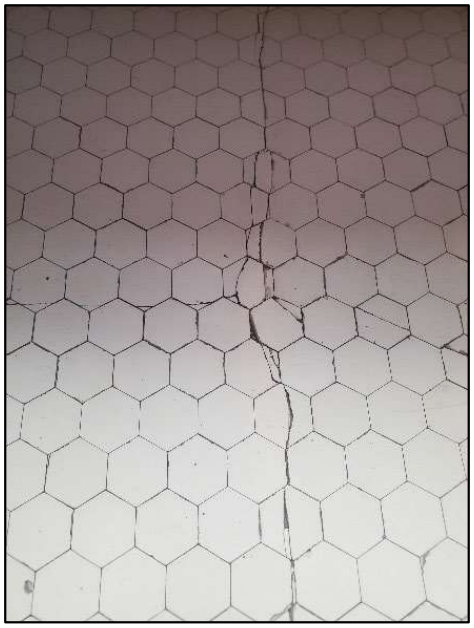
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





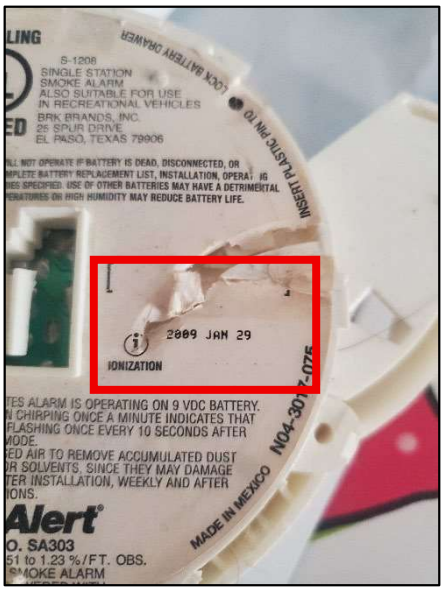








7. There is an expired smoke detector near one of our bedrooms.




8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from $1,200 a month to $1,542 a month. We do not believe that this apartment is worth an additional $342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

*_/s/ Samuel Perkins*
Samuel Perkins

*_/s/ Chloe Cable_*
Chloe Cable

**DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 ("Ashland Apartments"). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is $1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City's correction notices with my declaration ("Attachment – Correction Notice"). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as "abated" or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a "fix" to something. However, I do not know what that is. The duct tape has been there since I moved in.

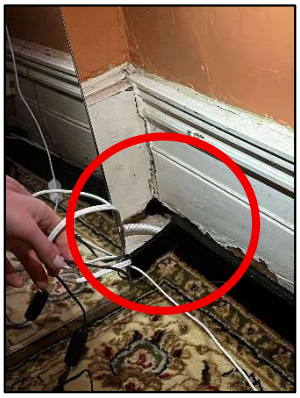




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from $1,000 a month to $1,285 a month. An increase of $285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025 */s/ Lillian Johnson*

Lillian Johnson

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

## Appellants' Memorandum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**MEMORANDUM SUPPORTING THE RENT STABILIZATION APPEAL OF RESIDENTS OF ASHLAND APARTMENTS**

Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen (collectively "Residents") appeal the April 28, 2025 Department of Safety & Inspections ("Department") determination granting their landlord an exception to the 3% rent cap.

Residents live in a group of three apartment buildings located at 934, 938, and 942 Ashland Avenue, Saint Paul, MN 55104 (collectively "Ashland" or "Ashland Apartments").[1] The buildings are owned by Judith Day ("Landlord"), who serves as the landlord, and is also the party that applied for an exception to the rent cap.[2] The Department granted the Landlord approval for a property-wide 28.52% rent increase, along with an additional increase of 23.64% for Units 6 and 7.

The Landlord of Ashland Apartments is ineligible for the approved rent increase because the Landlord has allowed the properties' rental units to fall into a dangerous state of disrepair that violates the implied warranty of habitability codified in Minn. Stat. § 504B.161. Under Saint Paul's Rent Stabilization Ordinance, not only **must** the Landlord's failure to substantially comply with local health and housing law be considered by the Department in its evaluation of the rent-increase application, but critically, the Landlord's violations of section 504B.161 **prohibit** the City of Saint Paul from granting the owner's rent-increase application. *See* St. Paul, Minn., Legislative Code ("SPLC") § 193A.06(a), (c). Thus, the Department's grant of a 28.52% rent increase for all units, and its grant of an additional increase of 23.64% for Units 6 and 7, must be reversed. The Residents bring this appeal on behalf of all units in Ashland Apartments.

## BACKGROUND

The Ashland Apartments are a group of three buildings that house 12 rental units. Buildings 934 and 942 each have five 2-bedroom units. Building 938 has two 3-bedroom units. All three buildings were constructed in 1904.[3] All three buildings are owned by Landlord.

On April 11, 2025, the Landlord applied for an exception to the rent cap, seeking an increase of greater than 8%. In her application, the Landlord identified "an increase in real property

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[1] Each of these three buildings has a dual address (934/936 Ashland Ave.; 938/940 Ashland Ave.; 942/944 Ashland Ave.). As such, the mailing and service address of the Residents may differ from the address identified in the Department determination letter. For purposes of this appeal, we are using the addresses as identified by the Department.

[2] The Department has also been communicating with Scott Day, Ms. Day's son. Mr. Day currently serves as the main point of contact for Residents.

[3] *See* https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240077 (934 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240078 (938 Ashland); https://beacon.schneidercorp.com/application.aspx?AppID=959&LayerID=18852&PageTypeID=4&PageID=8471&KeyValue=022823240079 (942 Ashland).

taxes," "an unavoidable increase in operating expenses," and "a capital improvement project" as the justification for a rent increase.[4]

On April 23, 2025, Residents received notice that their Landlord had applied for an exception to the rent cap. Five days later, on April 28, 2025, the Department approved, through a single determination, an apartment-wide rent increase of 28.52% and an additional increase of 23.64% for Units 6 and 7. The additional increase for Units 6 and 7 was based on the rewiring of 938 Ashland's electrical system, which was completed in early 2024.

The Residents were shocked when they received the Department's determination letter. The Residents' units, along with the buildings' common areas and exterior spaces, have significant habitability problems, including, but not limited to: water intrusion, mold, broken windows, wobbly decks, floors with broken tiles, non-weather tight door gaps, bulging walls and ceilings, and rotted window and door frames. The grant of a 28.52% rent increase, if fully implemented by the Landlord, would raise Residents' rents by an additional $249 to $342 more per month. For residents of Units 6 and 7, who are subject to the base 28.52% rent increase and an additional 23.64% rent increase, their additional monthly rent, if fully implemented by the Landlord, would be $834 more per month. Absorbing these increases is unrealistic for many, meaning that some tenants may be forced to vacate their apartments and begin a new search for an affordable home. Thus, on June 12, 2025, Residents timely appealed the Department's determination.

## ARGUMENT

### I. The Landlord is Prohibited from Obtaining an Exception to the Rent Cap Because She has Failed to Bring Rental Units and Common Areas into Compliance with Minn. Stat. § 504B.161

As a baseline matter, St. Paul's Rent Stabilization Ordinance ("Ordinance") limits rent increases to 3% annually. SPLC § 193A.04. Landlords can request an exception to the rent cap based on their right to a reasonable return on investment ("RROI"). SPLC § 193A.06(a). However, the Ordinance is unequivocal that before any application for a rent increase can be approved, a landlord **must** comply with the implied warranty of habitability: "**The city *will not grant an exception* to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minnesota Statutes § 504B.161."**[5] SPLC § 193A.06(c).

In other words, before a landlord can obtain any exception to the 3% rent increase cap, they must first establish that the relevant rental units comply with section 504B.161. Section 504B.161 provides, in part, that a residential landlord promises:

[4] In the application, the Landlord also identified "An increase in tenants occupying the rental unit" as a justification for a rent increase. None of the units occupied by Residents have had an increase in tenants since the start of the Residents' respective tenancies. Residents contest this factor to the extent that it was used as a basis for the Department's approved 28.52% increase.

[5] Unless otherwise designated, all bolded and italicized text indicates emphasis added.

> (1) that the [rental] premises and all common areas are fit for the use intended by the parties;
>
> (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license . . .; [and]
>
> (4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]

Minn. Stat. § 504B.161, subd. 1(a). *See also* SPLC § 49.02 ("It is the obligation of the lessor to covenant to maintain leased residential premises in compliance with all applicable health and safety laws of the state and city during the term of the lease[.]"). The covenants outlined in section 504B.161 are implied in all residential leases and cannot be waived. Minn. Stat. § 504B.161, subd. 1(b).

Here, the Landlord has failed to meet the habitability standards required by section 504B.161. As described below, the Landlord's noncompliance with section 504B.161 includes violations of local health and safety code as it relates to property maintenance, failure to keep Ashland in reasonable repair, and failure to keep the property fit for the use intended by the parties. Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). These violations are present in exterior and common areas and have, in one way or another, impacted every unit at Ashland Apartments. Because the Landlord has failed to bring Ashland's common areas, exteriors, and rental units into compliance with section 504B.161, the City **cannot** grant the Landlord an exception to the 3% rent cap and the Landlord's application must be denied in its entirety. SPLC § 193A.06(c).

On behalf of Ashland Residents, Housing Justice Center retained John Trostle, a former Housing and Urban Development Certified Housing Inspector, with over 30 years of experience as a home inspector, to investigate common areas and selected apartments. He confirmed evidence of widespread habitability problems, including many of the concerns detailed below. **A report detailing Mr. Trostle's findings is attached as Exhibit 1**.

A summary of the habitability issues present at Ashland, including highlights from Mr. Trostle's report, follows:

> **Building Exteriors:** Many exterior windows and doors have rot and/or visible gaps, that have led to water entry. As a result, it is likely there are mold issues in the walls and ceilings of Ashland residential units, and Mr. Trostle saw mold present in common areas and units throughout the complex. Almost all exterior windows have peeling paint and, because of the age of the buildings, there is a presumption that the peeling paint is lead-based, which poses a safety hazard for Residents and their guests.



**<u>Common areas</u>:** The shared laundry room is in the basement of the 942 building. This room is used and accessible by all Residents. The laundry room has crumbling walls. There is pervasive black mold that is extremely dangerous to tenants' health due to spores present in the air. Portions of the walls have loose stone and the foundation is settling, causing problems in tenant units like cracks in their walls and ceilings. There are large holes in both the ceiling and the walls. The floor drain is clogged and is missing a clean-out plug, thus allowing for hazardous sewer gas and smells to enter the laundry room. The window glass is broken. Of the three washing machines available to Residents, one has not worked in months.







**<u>Unit 1</u>:** Ms. Ackerman's front door does not properly lock. Her doorknob lock is nonfunctioning, and her deadlock is loose. Windows in both her living room and kitchen sag from the top. If Ms. Ackerman does not prop these windows up, the top of the windows fall down. Because Ms. Ackerman is on the first floor, there is a possibility that someone could access her apartment by taking advantage of the malfunctioning windows. The issues with both her door and windows pose significant safety concerns. Moreover, the problems with her windows have resulted in fly infestations in her kitchen. There is a mouse hole in Ms. Ackerman's bathroom and she has had a water leak above her shower.

**Unit 5:** Mr. Cornell's unit is in the basement. It has had serious water damage due to flooding. The back entry to his apartment, which is accessed via a stairwell, floods extensively when there is significant rainfall and has resulted in water entering his apartment. Mr. Cornell's front entry, which is also accessed via a basement room containing electrical components, floods when there is significant rain. This flooding has caused Mr. Cornell to lose over $500 worth of personal property. But the flooding has also caused damage to the building itself. There is a large hole behind the oven that Mr. Cornell believes was caused by water damage. Moreover, Mr. Cornell has serious concerns about mold in his unit. Because of these concerns, Mr. Cornell has his two children—ages 9 and 7—sleep in the living area as opposed to their bedroom. When Mr. Cornell told Landlord about the flooding, the mold, and the property damage, the Landlord took no action to remediate any of those problems. There are gaps between the floors in Mr. Cornell's apartment and the walls, along with holes in the floor, many of which Mr. Cornell has had to cover with duct tape. These holes and gaps have allowed mice to enter his apartment. The basement room leading to Mr. Cornell's front entry has a floor drain that is clogged and missing a clean-out plug, allowing for hazardous sewer gas and smells to enter the room, a clear safety concern.

**Unit 6:** Mr. Stemme's back door does not lock properly, posing a safety hazard for both him and his two children, ages 11 and 8. Mr. Stemme's refrigerator is thirty years old and does not maintain a consistent temperature. At times his milk curdles, at times it is frozen. His freezer is held together with tape. The caulking behind his kitchen sink has deteriorated. The interior window in his bathroom has rotted wood, and the wall shows signs of water damage. The floor tiles in Mr. Stemme's kitchen are broken and loose. Because the sharp edges of the broken tiles pose a safety risk, especially to his children, he has taped down select tiles which have broken into small pieces. Mr. Stemme cannot use his bedroom window because it falls backwards if he attempts to open it. The exterior window pane in the living room window is cracked. Mr. Stemme's bedroom ceiling has water damage. The stairwell in the common area behind Mr. Stemme's unit has major cracks in the ceiling and peeling paint and/or ceiling texture. The stairway leading to a small deck behind Mr. Stemme's back entry has a broken step, loose handrail, and the deck itself is separating from the adjoining unit entry. The deck wobbles and poses a safety concern.

**Unit 8**: In Ms. Simonson's unit, there are significant gaps between the floor and walls, along with multiple large holes in the floors near plumbing or heating equipment. The floor has sunk so drastically in the area outside her bathroom that a half-foot "step" has been created. The walls of Ms. Simonson's bathroom bulge and she has concerns that there is mold due to water infiltration. Ceilings in multiple rooms also appear warped or bulging. Ms. Simonson's kitchen counter is held up with a single support that she has had to connect to the countertop using duct tape. The flooring tiles in her kitchen are broken. Two of her windows have broken panes. Similar to Unit 1, some of the windows in Ms. Simonson's unit sag from the top. Also similar to Unit 1, Ms. Simonson lives on the first floor, thus someone could access her home by taking advantage of the malfunctioning windows. The

fan in Ms. Simonson's living room, which is not properly connected, shakes when it is turned on, creating a safety concern.

**Unit 9**: The deck leading to Ms. Skaare's home is unstable. It wobbles and is separating from the adjoining unit entry. The fan in Ms. Skaare's living room, which is not properly connected, shakes when it is turned on. Like other residents, Ms. Skaare must use a wooden support to prevent her bedroom window from falling down, posing a safety concern. Anytime Ms. Skaare uses her tub, rust particles from her tub's drainage accumulate in the water. The ceiling in her bathroom leaks and she has concerns of further water intrusion as a recent "fix" was only a "temporary" solution. The hot and cold water faucets are reversed in her kitchen.

**Unit 10**: Multiple windows in Ms. Buel's kitchen have broken glass. Other windows throughout Ms. Buel's home have problems that make them difficult to use, including slipping issues (as also seen in Units 1, 8 and 9), and a window which slams shut. Ms. Buel has had to duct tape her windows shut during the winter, so cold air does not penetrate her home. Her windows do not have screens. Her kitchen light is broken and hangs precariously from the ceiling. Ms. Buel's bathroom sink is missing a trap and she believes there is mold growing in her bathroom.

**Unit 11:** Ms. Cable and Mr. Perkins' unit has multiple ungrounded outlets with 3-prongs electrical receptacles, posing a risk of electric shock or damage to electrical appliances. Their pantry light fixture hangs from the ceiling via permanent wire. They have cracked walls and ceilings throughout. A hallway is missing a smoke detector and the smoke detector in one of the rooms is expired. The water shutoff valve in their bathroom is broken.

**Unit 12:** Ms. Johnson and Ms. Rowen had significant water damage in their unit. They have concerns about the presence of mold in their apartment. In addition, their bathroom ceiling has water damage, likely stemming from leaks. But the problems extend beyond water infiltration. They believe their unit has improper plumbing and they can smell sewage odor in their bathroom. The caulking behind their kitchen sink has deteriorated. A blade on their living room fan is broken. There is a mouse hole in Ms. Johnson's bedroom.

The above are violations of the City's health and safety code. Chapter 34,[6] the "Property Maintenance Code," requires building owners to, among other things:

- maintain exterior surfaces in a weather resistant and water tight manner that is "free of holes, breaks, loose or rotting boards or timbers and any other condition which might admit dampness to the interior portions of the wall or to the interior spaces of structures," SPLC § 34.09(1), (2);
- eliminate "peeling, flaking and chipped paint" on exterior surfaces, SPLC § 34.09(1);

[6] SPLC Chapter 34 is a "local housing, health, and safety code." SPLC § 193A.03(p).

- keep every outside stair, porch, and deck "in a professional state of maintenance and repair with proper anchorage," and with "[e]very required handrail and guard" "firmly fastened," SPLC § 34.09(3);
- supply windows "with window panes which are without open cracks or holes," SPLC § 34.09(4);
- maintain basements to be "reasonably free from dampness and free of any mold or mildew," and to maintain basement hatchways in a manner that "prevent[s] the entrance of rodents, rain and surface drainage water into the structure," SPLC §§ 34.09(4)(g), 34.10(1);
- maintain doors "in a professional state of maintenance and repair," SPLC § 34.09(4)(i);
- maintain "[a]ll interior walls, floors, ceiling, woodwork and cabinets" "in a sound condition and in a professional state of maintenance and repair," SPLC § 34.10(7);
- be responsible for the "control and/or elimination of insects, rodents or other pests," SPLC § 34.10(6).

Violations of local health and safety code are themselves violations of Minn. Stat. § 504B.161. *See* Minn. Stat. § 504B.161, subd. 1(a)(4) (landlords covenant to "maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government . . . where the premises are located[.]"). Here, there are clearly violations of the Chapter 34 provisions noted above. Moreover, many of these violations have either been identified by the City itself, have been reported to the Landlord by Residents, or were present in the units since the inception of Residents' tenancies. Yet, these issues remain a continuing and pervasive problem.

For example, Ms. Johnson and Ms. Rowen reached out to the Department in late September 2024 because their unit had mold. The main wall in their apartment had such significant mold issues that it was replaced. However, other problems identified by the Department remain. Ms. Johnson and Ms. Rowen's bathroom ceiling still has water damage; their kitchen backsplash, which itself has water damage, has not yet been addressed by a repair person; and the laundry area, to which Ms. Rowen and Ms. Johnson's apartment is connected, still has a hole in the ceiling. All of these problems, although still present, have been incorrectly marked as abated by the Department. There are also other potential code violations affecting Ms. Rowen and Ms. Johnson's tenancy (as well as the other tenants at the property), such as large areas of black mold present in the laundry room. This violation, along with other violations impacting common and exterior spaces, appear to have been identified in prior Department inspections:

> Exterior: rear stairs. SPLC 34.09 (1)(2), 34.33 (1) - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. Peeling and chipping paint exterior walls and window frames.
> Repair and replace holes and missing block caps in the rear exterior stairs. First Noted on: 08/19/2021, Notice#: 2, Severity: 6, Status: Abated
>
> Interior: Throughout basement. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Missing and area that has a mold looking substance. First Noted on: 08/19/2021, Notice#: 2, Severity: 4, Status: Abated

Yet, although these code violations are marked as "abated, they, like other health and safety code violations, still remain at the property. Thus, the lack of an open complaint with the City does not preclude the existence of active, documented code violations at the Ashland Apartments.

Nor does the existence of a fire certificate of occupancy mean that a building complies with section 504B.161. Those two standards are not equivalent. As shown above, and as explained more below, the numerous deficiencies present at Ashland constitute multiple violations of section 504B.161, subdivision 1(a)(1), (2), and (4). Furthermore, one of the properties at issue—938 Ashland—is a Class C property that was last inspected in November 2021, is now over 1.5 years past its renewal deadline. *See* SPLC § 40.05(2)(c). To the extent that the Department relied on the mere presence of a fire certificate of occupancy—especially a fire certificate of occupancy that is well past its renewal deadline—such reliance is not consistent with the plain language of the Ordinance.

But beyond being violations of local health and safety code, the concerns present in Ashland Apartments' common areas and units are violations of section 504B.161's other provisions, which require that a landlord keep "the premises and all common areas [] fit for the use intended by the parties" and "keep the premises and all common areas in reasonable repair during the term of the lease." *Id.*, subd. 1(a)(1), (2). Decks that wobble, windows that won't stay closed or slam shut, doors that don't properly lock, floors that have holes or loose broken tiles, basements that flood, plumbing that is unsafe, rotted window and door frames, peeling paint that is presumed to contain lead, decades-old refrigerators that fail to maintain consistent temperatures, a broken washing machine, deteriorating basement walls, and visible mold are among the problems faced by Residents in Ashland. These are not minor problems. They impact Residents and impair the usage of their units and common areas. For example, Residents cannot use their windows in a regular manner, impacting temperature regulation and their energy bills. Residents have to be concerned about the presence of mold and presumed lead paint and whether that will impact their health. Residents cannot rely on their appliances to keep their groceries fresh. One resident cannot put his kids to bed at night in their own bedroom for fear that mold exposure will make them sick. The buildings are not being kept in "reasonable repair." Instead, they have been neglected for a sustained period of time. The failure by Landlord to maintain Ashland Apartments has negatively impacted livability for Residents and is a violation of section 504B.161, subdivision 1(a)(1) and (2). As stated above, noncompliance with section 504B.161 mandates denial of the Landlord's rent-increase application. SPLC § 193A.06(c).

## II. The Landlord's Failure to Substantially Comply with State and Local Housing Law, Along with the Significant Deterioration of Ashland Apartments, Must Be Considered in Any Grant of an Exception to the Rent Cap.

Beyond the Owner's violations of section 504B.161, the Department's approval of a 28.52% rent increase was erroneous because it failed to properly consider all mandatory factors identified under the Ordinance's RROI standard. The Ordinance language requires that the City take into account nine factors when deviating from the standard 3% limitation. SPLC § 193A.06(a). In addition to the three factors on which the Owner based its RROI application (property taxes, operating expenses, and capital improvements), other factors the City "**must** take into account" include:

> (7) Substantial deterioration of the rental unit other than as a result of normal wear and tear; [and]
>
> (8) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement[.]

SPLC § 193A.06(a)(7), (8). "'Must' is mandatory." Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions). *See also* SPLC § 193A.07(f) ("The department shall receive, review and process all RROI applications and complaints under this section and **shall consider all factors established in section 193A.06**."); Minn. Stat. § 645.44, subd. 16 ("'Shall' is mandatory."). As set forth below, when considering all required factors—as the City must—the Landlord does not qualify for a 28.52% rent increase.

**a. "Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health, and safety codes, or the rental agreement"**

The Landlord's failure to comply substantially with Minn. Stat. § 504B.161, as well as local housing and safety codes, weighs heavily against the grant of a 28.52% rent increase. As explained above, Ashland Apartments suffers from years of neglect and deferred maintenance, that has resulted in pervasive habitability problems. Yet, it does not appear that the Landlord's "failure . . . to comply substantially with applicable state rental housing laws" and "local housing, health, and safety codes" was considered by the Department when approving the 28.52% rent increase. The approved rent increase is taken directly from the MNOI worksheet. There are no notes or other documentation known to Counsel that demonstrate that the approved rent increase found on the MNOI worksheet was adjusted in any way because of the landlord's noncompliance with housing and health code. And even though there were no outstanding code violations at the time of Landlord's application because the City had closed out tenant complaints, it does not appear that the City considered the ongoing habitability problems at the property that are apparent from the property's history of complaints and noncompliance, or simply from a cursory site visit.

The Landlord's failure to comply substantially with state housing law and local health and safety code is a factor that must be considered. And, as detailed in Section I and the expert report of Mr. Trostle, the pervasive habitability problems weigh heavily against the grant of a 28.52% rent increase.

**b. "Substantial deterioration of the rental unit other than as a result of normal wear and tear"**

In addition to the Landlord's noncompliance, the "substantial deterioration" of Ashland Apartments must be considered by the Department. Here, it is clear that Ashland's habitability issues are not the result of normal wear and tear. Instead, these problems are the result of years of deferred maintenance, neglect, and improper repairs. *See* Exhibit 1.

However, similar to the Landlord's noncompliance with housing, health, and safety code, there is no evidence known to Counsel that the properties' substantial deterioration was considered by the Department when it approved a 28.52% rent increase. This factor **must** be considered. And, when it is considered, it weighs heavily against the grant of a 28.52% rent increase.

## III. The Identified Capital Improvements Were Done in an Unsafe Manner and Cannot Form the Basis for an Exception to the Rent Cap.

The "cost of planned or completed capital improvements to the rental unit" must also be considered by the Department during its evaluation of a landlord's RROI application. SPLC § 193A.06(a)(3). Here, the Landlord sought, and received, an exception to the rent cap based on the rewiring of the 938 Ashland building, which houses Units 6 and 7.[7] However, the manner in which this capital improvement was done created an unsafe living environment for Mr. Stemme and his young children, who were subjected to the risk of exposure to environmental hazards, including dust from lead-based paint and asbestos. On information and belief, the occupant of Unit 7 was also at risk of exposure. This constitutes a serious violation of the Landlord's covenant under section 504B.161 to "maintain the premises and all common areas in compliance with the applicable health and safety laws." Subd. 1(a)(4).

### a. Because of Its Age, Ashland Apartments Are Presumed to Contain Lead-Based Paint and Select Asbestos Materials.

As noted above, Ashland Apartments were constructed in 1904. Because the apartments were built prior to 1978, their painted surfaces are presumed to be coated in lead-based paint. 15 U.S.C. § 2681(17); 40 C.F.R. § 745.82. Similarly, as a pre-1981 building, certain materials within Ashland, such as textured ceiling material, are presumed to contain asbestos. 29 C.F.R. § 1926.1101(b), (k)(1)(i). These lead and asbestos presumptions may be rebutted, but in order to do so, property owners must conduct extensive testing throughout the building using approved methods. *See* 40 C.F.R. § 745.82(a) (lead); 24 C.F.R. § 35.86 (definition for "lead-based paint free housing"); 29 C.F.R. § 1926.1101(k)(5) (asbestos); Minn. R. 5207.0035.

At this time, it is unknown whether the Landlord has conducted any of the testing necessary to rebut the lead-based-paint or asbestos presumptions.[8] It does not appear that there was any investigation by the Department as to whether the 938 building has been tested for lead-based paint or asbestos prior to the renovations and repairs that underly the capital improvement increase. *See* SPLC 193A.07(a)(5) ("Upon receipt of a complete RROI application or complaint, the department shall conduct review of the RROI application or complaint and **conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter**.").

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[7] Of note, under his current term lease, Mr. Stemme voluntarily agreed to a 6.6% rent increase that the Landlord requested precisely because of planned electrical repairs.

[8] If the Landlord has the required testing or other documentation showing that Ashland Apartments does not contain lead-based paint or asbestos, we ask that she provide the tests and/or documentation to us and the Legislative Hearing Officer. In addition, if the Landlord and her contractors performed the rewiring work in a lead- and asbestos-safe manner, we ask that she provide the compliance documentation that is required to be kept under the relevant lead and asbestos health and safety laws. 40 C.F.R. § 745.86; 29 § 1926.1101(n).

Because there is currently no negating evidence, we assume that Ashland Apartments has lead-based paint and asbestos material throughout and, as a result, Landlord and her contractors must comply with the relevant lead and asbestos health and safety laws when conducting renovations and repairs.

**b. Health and Safety Rules Govern Renovation and Repair Work at Properties which are Presumed to Contain Lead-Based Paint and Asbestos.**

Among the relevant health and safety laws is the Lead-Safe Renovation, Repair, and Painting Program ("the RRP Rule").[9] *See* 15 U.S.C. §§ 2682, 2686; 40 C.F.R. § 745, subp. E. Passed in 2008, and effective in Minnesota and throughout the United States, its territories, and tribal lands, since April 22, 2010, the RRP Rule creates obligations on the entities responsible for performing work on pre-1978 buildings, so that their renovation, repair, and painting activities are done in a manner that does not expose the occupants of the buildings to toxic lead dust—a known health threat.

The RRP Rule governs residential "renovations," defined broadly to mean "modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces," provided that the work disturbs more than six square feet per room of interior painted surfaces and the building is "target housing," which generally means housing built prior to 1978. 15 U.S.C. § 2681(17); 40 C.F.R. §§ 745.82, .83. Under the RRP Rule, landlords and contractors who conduct renovations in pre-1978 residences must employ workers with the proper certifications, follow lead-safe work practices that reduce and contain lead-containing dust, and provide notice to all tenants in the affected work area. 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .89(d), .90(a).[10] Importantly, the RRP Rule also requires landlords and contractors to document compliance with these practices and retain compliance records. *Id.* § 745.86.

State and federal asbestos regulations impose similar requirements on building owners and contractors. As noted above, certain materials in pre-1981 buildings, such as ceiling texture (i.e., popcorn ceilings), are presumed to be asbestos containing. However, asbestos was widely used in the manufacture of many building materials, including sheetrock and joint compound.[11] Thus, in order to protect workers and residents of buildings from accidental exposure to dangerous asbestos particles, state and federal regulations require building owners to exercise due diligence in identifying legally presumed asbestos-containing materials, as well as materials they *suspect* contain asbestos. *Id.* § 1926.1101(k)(1); Minn. R. 5207.0035. Building owners and contractors

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[9] Minnesota's Lead Poisoning Prevention Act, Minn. Stat. §§ 144.9501-.9512, imposes similar requirements on property owners.

[10] https://www.epa.gov/lead/if-i-rent-out-apartments-built-1978-order-comply-lead-renovation-repair-and-painting-rrp-rule#:~:text=Lead-,If%20I%20rent%20out%20apartments%20built%20before%201978%2C%20in%20order,that%20are%20not%20certified%20renovators.&text=Find%20a%20printable%20PDF%20copy%20of%20all%20frequent%20questions%20pertaining%20to%20lead (RRP applicability to landlords).

[11] *See* https://www.health.state.mn.us/communities/environment/asbestos/docs/asbbooklet.pdf at p. 13.

must identify these materials prior to performing work any work that would result in their disturbance.

If presumed or suspect asbestos-containing materials are found, state and federal asbestos regulations require that any asbestos-related work must be done with properly certified workers who follow asbestos-safe work practices, that notice be provided to all tenants in the affected work area, and that owners or contractors maintain records of notification, training, and asbestos-exposure testing. *See* 29 C.F.R. § 1926.1101(k)(2), (5), (9), (n); Minn. Stat. § 326.76, Minn. R. §§ 4620.3567-3572.

**c. The Capital Improvements Were Done in a Manner Inconsistent with Applicable Health and Safety Laws.**

As noted above, counsel for Residents is currently unaware of any evidence showing that Ashland was tested for either lead or asbestos. As such, we presume that the property contains both lead-based paint and asbestos materials.

From the pictures provided by Mr. Stemme, the rewiring of the 938 building disturbed areas greater than six square feet and was thus a renovation subject to both lead and asbestos safety laws. *See* 40 C.F.R. § 745.83; 29 C.F.R. § 1926.1101(b). Permits issued by the City show that the re-wiring was completed by a contractor, McQuillan Home Services LLC. A search of both RRP-Rule certified firms and the state lead and asbestos licensure lists, show that neither Landlord nor the contractor are listed.[12]

The rewiring and subsequent patch-up work was done during a weeks-long period between mid-December 2023 and March 2024. Despite Mr. Stemme requesting that the work be done when his children were not home, the renovations occurred while Mr. Stemme and his children were living in the apartment. The contractors hired by Landlord performed the drywall cutting. Although contractors put up some plastic between the kitchen and living room, both areas were fully accessible to Mr. Stemme and his family during the renovation. And, although there was some plastic put over furniture, it was not securely fastened and dust contaminated many areas, specifically his children's rooms. Thus, to the extent that there were any containment measures, they were rudimentary and ineffective. Nor did Mr. Stemme receive any notice warning of lead- or asbestos-related work. Below are photographs Mr. Stemme took of the renovations.

[12] https://cdxapps.epa.gov/ocspp-oppt-lead/firm-location-search/distance (RRP); https://www.health.state.mn.us/communities/environment/lead/leadcontrlookup.html (MN lead contractor); https://www.health.state.mn.us/communities/environment/lead/leadindlookup.html (MN individual lead license); https://www.health.state.mn.us/communities/environment/asbestos/asbcontrlookup.html (MN asbestos contractor); https://www.health.state.mn.us/communities/environment/asbestos/asbindlookup.html (MN individual asbestos license).






The contractors hired by Landlord also performed the clean-up. However, the renovation dust was not dealt with and remained in the apartment. Mr. Stemme did his best to clean up the dust that remained.

The manner in which the rewiring was performed not only left Mr. Stemme and his family at risk of exposure to harmful lead dust and asbestos, but it was also a violation of state and federal health and safety laws. There is no evidence that lead testing or asbestos identification was done prior to the renovation work. The renovation work was conducted by contractors not certified in lead- or asbestos-safe work practices. Indeed, lead- and asbestos-safe work practices were not followed. There was little to no containment of dust or use of specialized air filters. Mr. Stemme did not receive notifications required prior to conducting work which impacts lead-based paint or asbestos materials. None of the precautions required under state and federal lead and asbestos safety laws were adequately followed. The Landlord's violation of lead and asbestos laws is a violation of her covenant "to maintain the premises in compliance with the applicable health and safety laws" Minn. Stat. § 504B.161, subd. 1(a)(4). And the Ordinance makes it clear: such a

violation results in a prohibition of a rent increase exception. SPLC § 193A.06(c). Accordingly, the City cannot grant a 23.64% rent increase for Units 6 and 7—when the underlying capital improvements were done in a manner that subjected Mr. Stemme and his family to the risk of lead-dust and asbestos exposure.

In addition, Residents contest the 23.64% capital repair increase to the extent that it was also based on the gas line replacement that was completed in Units 6 and 7. On the provided MNOI worksheet, it appears that the capital improvements were just based on the electrical rewiring ("Green Sky - Rewiring of 938 Ashland"). However, both Unit 6 and Unit 7 had their gas lines replaced at approximately the same time as the rewiring occurred. The permits for the gas line work expired (twice) and thus it does not appear that the work itself was ever inspected.

| | | | | |
|---|---|---|---|---|
| 20 24 054957 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2024-07-03 | Expired |
| 20 23 109264 GSF 00 PG | 940 ASHLAND AVE ST PAUL | Plumbing/Gasfitting/Inside Water Piping | 2023-12-26 | Expired |

The Department cannot approve a capital improvement rent increase for renovations where the permits were expired and where an inspection has never been conducted. *See* SPLC § 33.04(d) ("Every permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the building of work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days."); *see also* SPLC § 33.03(b). And, the gas-line work resulted in a pest infestation for Mr. Stemme. Shortly after the work was completed, he had an influx of mice that had never occurred before. He identified that the mice were likely coming from the old gas line, which had been left open behind his stove. It took Mr. Stemme approximately one month to get the mice infestation under control. Presumably, an inspection of the gas line work would have shown that the prior gas line exit was never capped. Thus, to the extent that the gas line work served as a basis for the capital improvement increase, the increase should be denied because such work was not done in accordance with City health and safety code.

## IV. This Appeal Applies to All Units at Ashland Apartments

Residents bring this appeal on behalf of all units in Ashland Apartments. Residents are allowed to do so because two separate provisions of the Ordinance expressly allow a single tenant to appeal building-wide rent increases.

### a. "The landlord or tenant shall have the right to appeal the department determination."

Section 193A.07(g) provides that "The landlord or tenant shall have the right to appeal **the department determination**." This language grants tenants, including Residents, the right to appeal building-wide rent-cap exceptions that have been approved through a single department determination.

On April 28, 2025, the Department released a **single** Department determination that approved rent increases for all units at Ashland Apartments. The Department's determination approved a general 28.52% rent increase.

> You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. Approval for a 28.52% was granted on 4/28/2025 through the staff determination process provided by the City. Additional rent increases were allowed due to unit specific capital improvements. See the attached table for the additional increase values.

Under the plain language of the Ordinance, Residents have the right to appeal "**the** department determination." *See Cannon v. Minneapolis Police Dep't*, 783 N.W.2d 182, 192-93 (Minn. Ct. App. 2010) (explaining that ordinances, like statutes, must be interpreted according to their plain language). Here, that means that Residents can appeal **the** April 28, 2025 Determination. The Ordinance does not qualify or limit Residents' rights by stating that they can only appeal the portion of the Determination that is specific to their unit. And such limiting language cannot now be read into the Ordinance. *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 387 (Minn. 2022) (courts "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." (quotation omitted)). Thus, in appealing the April 28 determination, Residents are appealing the approved 28.52% rent increase as it applies to all units.

The ability for tenants to appeal building-wide determinations is integral to the Ordinance, especially when exceptions are allowed on the basis of costs landlords incur on behalf of an entire complex. *See* MNOI Rule A(6)(b) ("Rent increases for building-wide or common area capital improvements must be allocated equally among all units[.]"); MNOI Rule A(6)(c) ("Rent increases resulting from the Net Operating Income analysis must be allocated equally among all units[.]"). The rationale underlying whether such costs qualify a landlord for a rent increase would then be the same for ***all*** units in a complex. And that is clearly the case for Ashland, where the rationale justifying a 28.52% rent increase is the **same** for all 12 units.[13] Thus, Residents' apartment-wide appeal is a challenge of a singular determination based on a singular rationale.

Furthermore, in the litigation context, court-ordered injunctions allow plaintiffs to secure relief not only for themselves, but also for non-parties who are impacted by the challenged conduct. *See*, *e.g.*, *Wolff v. City of Monticello*, 803 F. Supp. 1568, 1575 (D. Minn. 1992) (granting summary judgment to plaintiff store owners and preventing city from all enforcement of certain ordinances restricting adult business licensing); *Worth v. Harrington*, 666 F. Supp. 3d 902, 932 (D. Minn. 2023), *aff'd sub nom. Worth v. Jacobson*, 108 F.4th 677 (8th Cir. 2024), *cert. denied*, 145 S. Ct. 1924 (2025) (striking down Minnesota statute imposing minimum age requirement of twenty-one to publicly carry handguns, and prohibiting enforcement of the statute "against the individual

[13] Moreover, Mr. Stemme, a tenant subject to the additional 23.64% capital-improvement increase, is directly appealing that portion of the determination. The tenant in Unit 7 is subject to the same 23.64% capital-improvement increase, which appears to have been determined based on a singular rationale and based on an equal splitting of costs. As with the base 28.52% increase, Mr. Stemme is challenging a capital-improvement increase that was detailed in **the** determination and which is based on a rationale that is the same for both Units 6 and 7. Mr. Stemme is thus able to challenge the 23.64% rent increase on behalf of both himself and the tenant in Unit 7.

Plaintiffs **and otherwise-qualified 18–20-year-olds**") (emphasis added). Here, Residents are seeking relief comparable to an injunction: the stoppage of a building-wide rent increase.

**b. "A landlord or tenant may appeal any department determination to the legislative hearing officer."**

The Ordinance also provides that "[a] landlord or tenant may appeal ***any*** department determination to the legislative hearing officer." SPLC § 193A.07(a)(8). Again, the Ordinance's language does not limit a tenant to appealing a determination specific to only their unit. Instead, the language gives a single tenant the ability to appeal **any** department determination relevant to the building in which their unit is located, just as it gives a single landlord the ability to appeal any adverse Department determination against any units in the building it operates. As such, Residents are not confined to challenging an increase only as it relates to their units. The Ordinance empowers tenants, such as Residents, to appeal ***any*** determination, including determinations that approve building-wide rent increases.

**c. Policy Considerations Favor Appeals of Building-Wide Determinations.**

Minnesota law also requires that when legislative enactments "are remedial in nature [they] are to be liberally construed in favor of protecting [tenants]." *State v. Minnesota School of Business*, 935 N.W.2d 124, 133 (Minn. 2019) (quotation omitted). Here, as the City's Rent Stabilization Rules make clear, the fundamental purpose of the Ordinance is to "protect Tenants from substantial Rent increases which are not affordable, and which may force such Tenants to vacate their homes." MNOI Rule A(8)(a). Challenges to building-wide determinations allow Saint Paul tenants to effectively combat and curb wrongful systemic practices that detrimentally affect their health, safety, and welfare. For example, in this appeal Residents are challenging an across-the-board 28.52% rent increase on the basis that their property shows has pervasive habitability violations in both common areas and individual units, and those violations impair the livability of Residents' homes and pose threats to their health and safety. The grounds on which Residents are challenging the rent-increase apply to and impact all 12 units at Ashland.

But if Residents' appeal is granted only as it relates to their units, then tenants in Ashland Apartment's other 4 units will be subject to a massive rent increase, even though the increase was granted in violation of clear Ordinance language. Such a system would not only undermine the protections afforded by the Ordinance, but it would amplify disparities in housing by essentially guaranteeing that the Ordinance's protections apply only to those who have the time, money, and/or legal connections to navigate the appeals process. In order for the City to truly advance the policies underlying the Ordinance, tenants must be allowed to fully challenge systemic issues when they are presented, and not be restricted to fragmented, one-off challenges that do little to address Saint Paul's rising rents.

## CONCLUSION

The City **cannot** grant an exception to the 3% rent cap for "any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c). Here, Ashland Apartments is suffering from a severe lack of general maintenance and improper repairs. This has led to pervasive

violations of section 504B.161, that impact and impair the functioning and livability of Residents' units and common areas, and which also pose threats to Residents' health and safety. The City cannot now reward the Landlord with a 28.52% rent increase for years of neglect and deferred maintenance, and an additional 23.64% for capital improvement projects done in violation of lead and asbestos safety laws. The plain language of the Ordinance must be adhered to. To approve such a significant increase in the face of, among other things, flooding basements, mold, dangerous decks, improper plumbing, and broken windows, would be contrary to not only the Ordinance language, but also the spirit of the Ordinance, which was passed to **protect** tenants.

Moreover, the substantial deterioration of Ashland Apartments, along with Landlord's failure to comply substantially with health and safety laws as they relate to housing, must be evaluated in concert with her purported increase in property taxes, operating expenses, and capital improvements. *See* SPLC § 193A.06(a). And when considered—as they must be—these factors weigh heavily against the approval of a 28.52% rent increase.

**We ask that the Legislative Hearing Officer grant Residents' appeal and deny Landlord's rent increase application.**

Date: July 10, 2025

**HOUSING JUSTICE CENTER**

*s/ Abigail Hanson*

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**State of Minnesota** **District Court**

| County of: | Judicial District: _____<br>Court File Number: _____<br>Case Type: _____ |
|---|---|

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

Plaintiff / Petitioner (first, middle, last)

and

Defendant / Respondent (first, middle, last)

## Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

This Certificate must be filed pursuant to Rule 104(a) of the General Rules of Practice for the District Courts if the case is a family case or a civil case listed in Minn. Gen. R. Prac. 111.01. **If information is not then known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information.** Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

| ATTORNEY FOR PLAINTIFF/PETITIONER | ATTORNEY FOR DEFENDANT/RESPONDENT |
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Plaintiff / Petitioner (first, middle, last)

and

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(Minn. Gen R. Prac 104(a))

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# Appeal of the Department Determination for 934, 938, & 942 Ashland Avenue

**Appellants' Exhibit 1**

Expert Report of John Trostle

**Expert Report of John Trostle**

**Violations of the Covenant of Habitability, Including Conditions that are Hazardous for Tenants' Health and Safety, at 934/938/942 Ashland Avenue**

My name is John Trostle. I have been asked by Housing Justice Center to analyze and render an opinion about the condition of the properties located at 934, 938, and 942 Ashland Avenue, St. Paul, MN 55104 (collectively, "the Ashland Apartments"). Specifically, I am rendering an opinion about the habitability of the Ashland Apartments and the presence of any conditions that are hazardous to tenants' health and safety. This is the report of my analysis and opinion.

## A. Background and Experience

I have over thirty years of experience as a home inspector and twenty-five years of experience as a Certified Housing Inspector through the U.S. Department of Housing and Urban Development (HUD). Since 1999, I have worked as consultant on HUD's Section 203(k) rehabilitation loan program, which is HUD's primary program for the rehabilitation and repair of single-family properties. From 1986 to 1999, I worked as a rehabilitation advisor for Northside Neighborhood Housing Service, where I inspected homes and coordinated home rehabilitation programs and supervised projects. I have also contracted with the City of Minneapolis as a consultant evaluating condemned buildings and have created city code correction requirements for building rehabilitation. Included as Attachment A is my C.V.

I have extensive experience with hazardous materials such as mold, lead-based paint, and asbestos. In my role as rehabilitation advisor and construction manager, I was responsible for addressing hazardous material issues at clients' homes and properties undergoing rehabilitation. I have researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities, and I have provided consultation to property owners on mold abatement strategies. Additionally, I have participated in cleaning and sealing surface mold and removing materials with more serious mold issues.

## B. Conclusion that the Ashland Apartments Have a Severe Lack of General Maintenance, Extensive Habitability Concerns, and Present Dangerous Conditions Across All Three Buildings

Based on my expertise, experience, and review of the evidence, I have reached the following conclusion:

At present, there exist widespread habitability problems at the Ashland Apartments, many of which represent significant hazards to tenants' health and safety. All three buildings show a severe lack of general maintenance and improper repairs. The deferred maintenance appears to be long-term and has created many openings at building exterior envelopes that allow water infiltration into foundations and exterior perimeter walls. The result has been critical damage and settling to the stone and some block foundations.

Additionally, damage at the concrete steps between buildings has contributed to subsequent damage to the foundations and perimeter wall cavities. The moisture in the wall cavities has created areas of visible mold at interior perimeter wall surfaces and likely mold within the wall cavities. There is significant cracking, settling, and loose wall/ceiling components in all tenant units which were inspected. Given the rot and gaps visible at exterior wood, it is likely there are mold issues in unit walls and ceilings at all units. Furthermore, the rear wooden stairs/deck and upper rear wooden balcony both exhibit hazardous conditions for all tenants and visitors who use those features.

Finally, there are numerous issues with plumbing, electrical components, walls, ceilings, doors, flooring, and windows in the inspected tenant units and common areas. Many of these issues result from the instability of the buildings' foundations, and some are independent problems. Critically, the pervasive issues in the eight units that I inspected, or viewed photographs of, lead me to believe that the same or similar problems are very likely present in the four units that I was unable to inspect. In any case, the issues in the common areas (laundry room, hallways, stairways, building exteriors) confirm that hazardous conditions exist for all tenants across the three buildings.

I conclude that the Ashland Apartments show a severe lack of general maintenance and/or improper repairs which have resulted in pervasive habitability issues across all three buildings. These habitability issues impact the livability of the properties, impair tenants' use of the properties and, at times, pose serious health and safety concerns for the tenants.

## C. Material Relied Upon in This Report

In addition to my expertise and experience, I have relied on the following material in reaching the conclusions in this report:

- A physical inspection of the Ashland Apartments conducted on June 4, 2025. This inspection included the exteriors and common areas for all three buildings. At the invitation of tenants pursuing this appeal, I also inspected the following units:
    - Within 934 Ashland Ave ("Building #934"):
        - Unit 1
        - Unit 5
    - Within 938 Ashland Ave ("Building #938):
        - Unit 6
    - Within 942 Ashland Ave ("Building #942"):
        - Unit 9
        - Unit 10
        - Unit 11
        - Unit 12

  Unless otherwise noted, all photographs and videos included below were taken by me during my June 4, 2025 inspection.
- Photographs and videos from tenants regarding lack of maintenance and hazardous building conditions, specifically photographs from Units 5 and 8.

- Conversations with tenants and Housing Justice Center regarding lack of maintenance hazardous building conditions at the Ashland Apartments.

## D. There are Numerous Health and Safety Hazards in All Areas of the Three Buildings due to the Present Condition of the Ashland Apartments

My inspection of the Ashland Apartments confirmed that there are pervasive building condition issues that pose hazards to tenants living in these properties. There are significant habitability concerns at the Ashland Apartments due to the long-term issues of deferred maintenance and various improper repairs visible at all three buildings, as well as the unsafe conditions in the tenant units, common areas, and exterior components. While some problems are relatively minor, many issues are dangerous hazards for the building tenants, which I describe in detail below. Most hazardous are the foundation settling problems, flooding, the presence of mold, improper electrical and plumbing, and treacherous exterior stairways and balconies. These conditions affect all tenants in the three buildings at the Ashland Apartments because they are present in common areas and also likely exist in units that I was unable to inspect.

I have included photos below as examples of the dangers to tenant health and safety that I documented during my inspection of the property. These photos do not represent all problematic conditions that I describe in the following sections, but rather illustrate some that I consider to be most concerning.

### 1. The Building Exteriors Exhibit Dangerous Conditions like Rotting Wood that Allows Further Water Damage, Peeling Paint That Likely Contains Lead, and Unsafe Decks/Balconies.

<u>Exterior Wood, Siding, Paint, and Balconies</u>

All three building exteriors have areas of wood rot and peeling paint in the siding as well as the wood trim at the doors and windows (see pictures 1-4, below). The gaps at the wood trim and casings cause ongoing water penetration and have contributed to the visible damage in the walls and ceiling cavities (as evidenced by conditions like wall cracks and bulging ceilings—examples of which are documented in pictures 26-28 later in this report). These gaps also present the significant danger of mold developing, or having already developed, in wall and ceiling cavities at common areas and tenant units, which may not yet be visible at the surface. Furthermore, there are gaps present at some upper eaves to the buildings where metal fascia has pulled away from the bottom edge of the roofing.

As for the peeling paint at the stucco, siding, and trim, this represents a danger due to the likelihood that it is lead-based paint. I understand that the three buildings were constructed in 1904, and thus there is a presumption that lead-based paint was used. The peeling flakes of presumed lead-based paint on the exterior of the Ashland Apartments pose a health risk.



1: Rotting/peeling exterior trim



2: Rotting/peeling exterior trim and cavity



3: Rotting/peeling exterior trim



4: Rotting/peeling exterior trim and cavity

Additionally, Building #938 features a rear stairway that has a broken step, loose handrail, damaged stringer support, and separation at the entrance to the adjoining unit. Building #942 features another rear wooden balcony that is extremely wobbly and separating at the adjoining unit entry. See pictures 5-7 for examples of these conditions. A video of the condition of Building #942 balcony is included with this appeal as "Trostle: shaking upper rear balcony video."



5: Wooden balcony separating from siding



6: Broken step at rear stairs to unit entry



7: Cracked wood at top step for rear stairs to unit entry

Building Foundations

The foundations of each of the three buildings comprising the Ashland Apartments are stone, with some areas of concrete block. My inspection revealed significant wear and large openings at the stone foundations and parge coats (see pictures 8-11). Because the stone contains lime, the mortar joints tend to deteriorate over the many decades after the buildings were constructed, and simply repairing the visible worn mortar areas will likely not completely correct the water infiltration issues. This is due to the visible damage at the concrete step pathways between buildings and mortar wear not presently exposed (see pictures 13-14).

I strongly recommend that the foundations of all three buildings be evaluated by a contractor specializing in foundation and structural issues. It is clear that the buildings are actively settling and a patchwork approach to the repairs to the foundation and concrete steps between buildings will not correct the water infiltration problems. Importantly, the foundation settling poses a risk to tenants through its perpetuation of existing issues like water seepage causing flooding and mold, cracks in walls and ceilings, and uneven floors. Picture 12, below, demonstrates the flooding that regularly occurs during rainstorms in the basement of Building #934 (in the storage area serving Unit 5) due to the severe foundation issues.



8: Settling and holes in foundation



9: Deteriorating foundation at basement window



10: Flaking paint and worn foundation



11: Settling foundation with holes



12: Water infiltration and flooding in entry/storage to Unit 5 due to deteriorating foundation (photograph taken by Mr. Cornell on June 16, 2025)

Exterior Concrete Steps

Cracks, damage, and gaps at wall joints to exterior concrete steps are contributing to water infiltration (see pictures 13-15).

As shown in pictures 16-17, the entryway to Unit 5 in Building #934 (the basement unit) experiences upwards of several inches of flooding during rainstorms due to the infiltration of water through the foundation and cracks in the steps, as well as the lack of drainage at the base of the steps. Picture 16 illustrates the active streams of water coming through gaps in the wall and pooling at the entryway. This flooding—along with the subsequent standing water at the unit entry and the water infiltration into the unit, causing mold and flooring damage—constitutes a danger to tenants and visitors' health and safety, including children who are present in the basement unit.



13: Cracks at concrete steps to Unit 5



14: Mortar gaps at concrete steps to Unit 5



15: Mortar gaps at concrete steps to Unit 5



16: Flooding resulting from gaps and cracks at concrete outside entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)



17: Several inches of water from flooding at entry to Unit 5
(photograph taken by Mr. Cornell on June 16, 2025)

Exterior Doors

Due to settling, the exterior door to the laundry room and several individual units with primary doors to the exterior have gaps which must be corrected to seal properly (see picture 18).

Additionally, the door to the rear landing at Unit 6 within Building #938 does not properly lock. The door to Unit 1 within Building #934 also does not properly lock—both the deadbolt component and the doorknob are loose to the extent that they can be jostled up and down, and the doorknob does not lock at all. These problems raise safety and security concerns for the tenants living in the apartments, including children living in Unit 6.



18: Gaps at glass above exterior door to Unit 5

**2. The Building Interiors Exhibit Pervasive Hazards for All Tenants, Including Dangerous Mold, Bulging and Cracking in Walls and Ceilings, Broken Flooring, Insecure Windows, Plumbing Issues that Allow Sewer Gas Leakage, and Uncovered Electrical Components.**

Walls and Ceilings

During my physical inspection of the Ashland Apartments, I observed many problems involving the interior walls and ceilings of the three buildings. Many of these problems appear to stem from the settling of the neglected foundation, which results in water infiltration and ongoing building shifting.

In the laundry room within Building #942, which serves all tenants, there exist highly concerning areas of mold spotting (see pictures 19-20). This appears to be black mold, which poses

a severe threat to tenants' safety when they are using the laundry room and breathing in spores present in the air. In addition to the mold, the walls of the laundry room are otherwise damaged and stained. These are plainly dangerous conditions and some of the most concerning within the buildings.

In other common areas, I observed bulging and cracking of various walls and ceilings in the halls and stairways (see picture 21). There is also general damage, staining, and paint wear in these areas that have been left unrepaired (see picture 22). The holes such as that shown in picture 21 may allow rodents and other pests to enter the building.

Tenant units accessed in all buildings have various problems related to their walls and ceilings. For one, I observed multiple instances of mold inside units, including on baseboards and in unit showers (see pictures 23-26). There are also many settling cracks and bulging within units, likely due to the buildings' foundation problems (see pictures 27-29). I observed other instances of neglect like peeling paint and staining. I also discovered loose wall panels in tenant units in areas like behind the stove, in bedroom closets, and in shower tubs.

With specific regard to the mold issue, it is my professional opinion that the Ashland Apartments will remain in their current dangerous condition without moisture/mold testing in all exterior wall cavities as well as significant abatement efforts for all visible mold in tenant units and common areas like the laundry rooms. I do not believe that this pervasive issue will be resolved without such property-wide efforts by a qualified professional.



19: Mold at laundry room walls



20: Mold at laundry room walls



21: Ceiling flaking and cracking in hallway



22: Wall deterioration at stairway



23: Mold/rot at baseboards and flooring



24: Mold and deterioration in unit shower



25: Mold at glass block window in unit shower



26: Mold/rust on exposed pipe



27: Wall cracks in tenant unit



28: Cracking near light fixture in tenant unit



29: Wall cracks in tenant unit

Flooring

My inspection revealed problems with the flooring in all observable units. Specifically, I found flooring that was significantly damaged, settled, cracked, or completely missing in some corners (see pictures 30-32). There are also instances of shoddy repairs using duct tape (see picture 33), and loose hardwood flooring in all units. Additionally, there are loose and damaged kitchen floor tiles present in Unit 6 within Building #938.



30: Damaged flooring in tenant unit



31: Crack in floor under radiator in tenant unit



32: Missing flooring in tenant unit



33: Tape to repair flooring in tenant unit

Windows

I observed many windows in tenant units that have problems closing, sealing, and locking. This increases tenants' exposure to rain and varying temperatures unless they are able to devise a makeshift method to keep the windows closed, as several tenants at the Ashland Apartments have done. These conditions further pose a safety risk to tenants, especially those living on the first floor or in units accessible by one of the rear balconies.

In Unit 11 within Building #942, the upper sash of a living room window is slipping (see picture 34). This means that the upper portion of the window is unable to stay up and closed, and this tenant has had to wedge a wooden post in the window to ensure that it remains closed. I observed other units where tenants have had to use wooden posts to keep their windows closed, such as Unit 9 within Building #942 in which the upper sashes of the bedroom windows are slipping (see picture 35). Additionally, the upper sashes of windows in the living room and kitchen are sagging in Unit 1 in Building #934, though the tenant has not used posts to keep them up.

In Unit 6 within Building #938, the living room window glass is cracked and the rear bedroom windows have damaged tilt pins. The laundry room window in Building #942 is also cracked with a small hole that indicates an apparent BB-gun shot or similar incident (see picture 36). In Unit 10 within Building #942, the kitchen includes one window with a large hole in the broken glass (see picture 37), as well as another window with an upper sash that slams down and will not stay closed.

As a general matter, living room and bedroom windows in tenant units across the three buildings include slipping sashes and missing screens. Units also include windows that are off their tracks and do not seal properly (see picture 38).



34: Tenant window held up by wooden post



35: Tenant window held up by wooden post



36: Cracked window in laundry room



37: Hole in tenant window



38: Tenant window off track

Plumbing

I observed plumbing problems in tenant units and common areas that represent another risk to tenants' health and safety, primarily due to hazardous sewer gas that may escape from plumbing elements without proper components.

In the laundry room common space, the floor drain is clogged and the clean-out plug is missing (see picture 39). The lack of a clean-out plug means that sewer gas may enter the room, which is dangerous for tenants' using the laundry facilities. It also allows sewer smells to seep into the space. Additionally, the lack of a clean-out plug can allow rodents to enter through the pipes, as evidenced by rodent feces that were present in the floor drain shown in picture 39.

The floor drain in the basement area of Building #934 (which serves as a storage and gym area for Unit 5, seen above with flooding in picture 12) has another clogged floor drain with missing clean-out plug (see picture 40). Again, the lack of a clean-out plug allows sewer gas and smells to enter the space, posing a risk to the health of the Unit 5 tenant who regularly uses this area and has children. I also observed an uncapped plumbing vent pipe sealed with a rag in this room.

Other various plumbing issues that I observed include the following, which were all present within Building #942: the hot and cold faucets are reversed in Unit 9; there is no trap in the bath sink in Unit 10; and there is a feed valve missing and one shut-off missing in Unit 11.



39: Laundry room floor drain missing clean-out plug, with rodent feces present



40: Unit 5 storage area floor drain missing clean-out plug

Electrical

My inspection revealed various electrical issues contributing to my conclusion that there are habitability issues with the Ashland Apartments in their present condition.

In the laundry room and other basement spaces open to tenants, I observed missing covers at electrical boxes, resulting in exposed wires (see pictures 41-42). In Unit 11 within Building #942, there are open ground 3-prongs at the electrical receptacles in the living room, front bedroom and dining room, which can pose a risk of electrical shock to tenants and damage to electrical appliances (see picture 43). Unit 11 also requires smoke and carbon monoxide detectors in the hallway. In Unit 9 within Building #942, the living room fan light severely wobbles when the fan is running, and is missing a globe cover (see picture 44). Many lights within tenant units have missing covers and globes (pictures 44-45).



41: Electrical box missing cover



42: Electrical box missing cover



43: Testing unit showing open ground outlet



44: Wobbly fan in tenant unit w/o cover



45: Light in tenant unit w/o cover

Heating

The final area in which I found noncompliance with general habitability standards is the heating of the three buildings comprising the Ashland Apartments. The boiler units show no indication of regular servicing. I also observed numerous loose radiators, including one shown below in the living room of Unit 6 within Building #938 (see picture 46).



46: Loose radiator in tenant unit

## E. Conclusion

After considering my inspection results and other materials relied upon for this report, I conclude that there are significant habitability problems at the Ashland Apartments that impact all tenants due to hazardous conditions present in observable tenant units and common areas. These conditions result from longstanding problems with these buildings that appear to have remain unaddressed for extended periods of time. The most dangerous conditions are the problems with the foundation that are causing the buildings to shift and settle, the resulting water infiltration and mold (particularly the extensive mold areas in the laundry room), improper electrical and plumbing conditions that pose health and safety risks to tenants, and dangerous exterior stairways and balconies. As described above, the habitability issues are significant to the extent that extensive assessment and repairs would need to be completed by licensed professionals in order to address the habitability concerns.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this report is true and correct to the best of my knowledge.

Signed in Washington County, Minnesota
July 7, 2025

s/*John Trostle*

John Trostle

**ATTACHMENT A**

John Trostle Consulting
709 Elm St. W.
Stillwater, MN 55082
Ph. 612-715-0251

## Certification

HUD-Certified Housing Inspector for 25 years through May 2022

## Experience

1999-present:

- Self-employed as homebuyer inspector.
- Consultant on HUD "Section 203(k)" rehabilitation loans (The Section 203(k) loan program is HUD's primary program for the rehabilitation and repair of single-family properties.)
- Facilitate presentation of state sponsored homebuyer workshops.
- Consult with various local not for profit housing agencies, cities and individual homeowners.
- Consult with homeowners and attorneys involved in arbitration and court cases involving construction issues.

1986-1999:

- Worked for Northside Neighborhood Housing Service as rehab advisor. Inspecting client homes, coordinating rehab programs, supervising projects. Evaluated distressed properties, created work scopes for rehabilitation and supervised bidding, construction, contractor payouts.
- Received training for lead paint mitigation supervisor, construction laws and practices, housing quality standards.
- Developed and administered homebuyer training workshops for first time buyers, through state of Minnesota Housing Finance Agency.
- Contracted with the City of Minneapolis as consultant evaluating condemned buildings, creating cost analysis/code correction requirements for rehabilitation. Testified as expert witness in numerous hearings to determine viability of associated properties.
- Performed home inspections for buyers.
- Became certified at request of HUD as rehab consultant/fee inspector for their 203k rehab loan program.

1984-1985:

- Worked with local, small general contractor bidding and supervising projects.

1981-1983:

- Moved to Minneapolis and worked for alternative energy company bidding passive and active solar energy projects. Also was consultant with the Minnesota Housing Finance Agency's Neighborhood Stabilization Program assisting in development of appliance rebate program.

1971-1980:

- Worked in Denver doing roofing, framing, general carpentry and building of single-family homes.

**Mold Expertise**

While employed by Northside Neighborhood Housing Service in Minneapolis from 1986 – 1999, attended various training sessions which included information on the recognition and recommendations for dealing with hazardous materials and conditions. This included lead paint, asbestos and mold.

In the role of rehab advisor and construction manager, was responsible for addressing hazardous material issues at clients' homes and properties being rehabilitated. This included lead paint, asbestos and mold.

While working with the city of Minneapolis on condemnation cases and doing buyer inspections, researched best practices for dealing with mold issues ranging from relatively minor surface mold to severe inundation of mold in attics and wall cavities.

While working in the construction industry, participated occasionally in cleaning and sealing surface mold and removing materials with more serious mold issues.

As a legal consultant, encountered rental property disputes which included mold issues and made recommendations for mold abatement.

August 1, 2025

**Via email to rentappeals@ci.stpaul.mn.us**

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue**

Dear Hearing Officer Moermond:

Counsel for Residents[1] of 934, 938, and 942 Ashland Avenue ("Ashland Apartments" or "Ashland") submit this letter and additional materials to address arguments presented by Scott Day ("Landlord")[2] at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents' undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants' health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance ("Ordinance")— "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161"— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

1) The Landlord presented no evidence to rebut Residents' presentation of significant and pervasive habitability problems at Ashland Apartments;
2) The Landlord had notice of these hazards directly from Residents or from the hazards' consistent and obvious presence at the properties;
3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord's sole responsibility to make initial lead-based paint disclosures; and
4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance's intended effect of supporting safe and affordable housing for all Saint Paul residents.

[1] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

[2] Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. *See* SPLC § 193A.03(n).

**1. The Landlord Has Presented No Evidence to Rebut Residents' Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.**

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord's argument, however, was any evidence contradicting Residents' presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents' use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are "old" buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that "[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161." SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building's condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the unrebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts' interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's decision finding that tenant demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute "significant" violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as "significant" habitability violations that included "windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets").

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, unrebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

**2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.**

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a "Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit," MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents' tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be "clueless" to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants' rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as "Abated", though seven of the twelve deficiencies included instructions to the Landlord to continue to "maintain" the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to "[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner"); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City's instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has "had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord." Cornell Decl. at ¶ 12;[3] *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to "feel uncomfortable and question the privacy [she has] in her home." *Id.* This conduct violated Ms. Ackerman's statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide "reasonable notice" of entry "not less than 24 hours in advance" unless tenant consents to shorter notice). It is apparent that the Landlord's repeated delays, poor communication, and disregard for tenants' rights have undermined Residents' efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents' tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.[4] Minnesota courts hold that a landlord's partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord's responsibility to inspect and maintain their property to comply with health and safety laws, not Residents' responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

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[3] Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported "complaints" about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day's conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord "decrease[s] services" within 90 days of a tenant's participation in an "administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law."

[4] To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents' Declarations are present issues that have not been repaired or mitigated by the Landlord.

### 3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

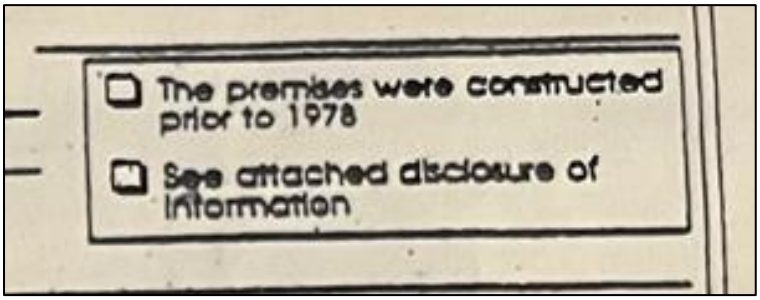
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.[5]

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

[5] https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation**." (emphasis added)).

Memorandum at p. 13.[6] The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to $22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.




This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

[6] Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area.

1(a)(4) (landlords must "maintain the premises and all common areas in compliance with the applicable health and safety laws"), and as such, the City must reverse its approval for the requested rent increases at the property.

**4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.**

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel's appeal should be dropped. Residents disagree.[7] The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City's rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City's approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.[8] As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department's approval for the rent increase applicable to Ms. Mohamed's unit. The Council thus demonstrated that a tenant's move away from a property does not defeat the appeal of the rent increase associated with the tenant's unit.

The unambiguous language of the Ordinance supports the City Council's conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant's appeal to her particular unit. Instead, the Ordinance states that, "[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer," SPLC § 193A.07(a)(8) (emphasis added), and "[t]he landlord or tenant shall have the right to appeal the department determination," SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) ("We cannot add words to an unambiguous statute under the guise of statutory interpretation."); *see also Cty. of Dakota v. Cameron, 839 N.W.2d 700, 709* (Minn. 2013) ("Cameron's alternative interpretation of the phrase 'comparable property' would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute."). If the City Council had intended to place such a contingency into the law, it would have done so.

[7] Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

[8] RLH RSA 24-4, *see* https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

## Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

*s/Abigail Hanson*
*s/Emily Curran*

Abigail Hanson
Emily Curran
Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)

SAINT PAUL
SAFETY & INSPECTIONS

ATTACHMENT 1

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

between 7:30 a.m. - 9:00 a.m.  Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 1

SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

**CORRECTION NOTICE - RE-INSPECTION COMPLAINT**

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A reinspection will be made on December 5, 2024 at 10:30 AM.**

Failure to comply may result in a criminal citation or the revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.

2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.

5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.

6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Last tags shows serviced was 2022.

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.

8. U nit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.

9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.

10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.

11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.

12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: http://www.stpaul.gov/cofo

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2

# STAMP - Activity Detail

New Search  Help using this report

## 942 Ashland Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

**Run Date:** 06/20/25 02:56 PM
**Folder ID#:** **24 081694** **In Date:** 09/30/24 **Issued Date:**
**Status:** Closed **Closed:** 12/05/24
**Type:** RF - Referral - Citizen Complaint
**Reference#:** 17288

**Description:**
Water damage in unit

**Condition:**
From CS Complaint Row ID 5318236

**Comment:**
**12/09/2024** : Fire Bill Printed: 12/09/2024

**Document:**
Batch PDF: Fire Bill Document - Generated: 12/09/2024 - Sent: 12/09/2024
Referral Re-Inspection - Letter 2: - Generated: 11/06/2024 - Sent: 11/06/2024
Referral Response - Letter 5/10: - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

**People:**
Owner:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:
Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:
Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

**Property:**
942 ASHLAND AVE, PIN: 022823240079

**Info Value:**
Possible Student Housing?: No
C of O Renewal Due Date: Jul 28, 2027
C of O Status: Pending
Inspection Date: Dec 05, 2024
Inspection Time: 10:30 AM
Last Inspection Date: Nov 6, 2024
Primary Occupancy Group: R-2
Primary Occupancy Type Name: Dwelling Units
Is this a City Owned Building?: No
Total Residential Units: 5
Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437
DSI CS FolderRSN: 5318236

**Fee:**
Fire Re-inspection Fee: $89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

**Referral Response**

**Assigned To:** Thurner, Frank

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

**Closed:** 10/01/24

Result:
**10/01/2024**: Orders Issued - Inspection

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**Referral Re-Inspection**

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

**Closed:** 11/06/24

Result:
**11/06/2024**: Correction Orders

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**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

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**Closed:** 12/05/24

Result:
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Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.

Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

**Closed:** 12/05/24

Result:
**12/05/2024**: Comply

Deficiency:
Basement: Laundry room. MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

U nit 12: Kitchen. SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathromm. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom
Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Unit 12: Throughout. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Dining room wall, bedroom closets(both) Sand seeping in closet floor.,Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

August 14, 2025

RECEIVED
AUG 18 2025
CITY CLERK

Ms. Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

**Via Email**
rentappeals@ci.stpaul.mn.us

Re: Owner Supplemental Submission in Support of a Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Ms. Moermond:

We represent Judith Day, the owner of the above properties and the applicant for a rental increase at the above properties under the City's rent stabilization program. This letter is intended to summarize the testimony and key findings in support of the owner's applications. It is submitted at this time given that the firm was only recently engaged by the applicant and we could not access supporting documentation on the City's website due to a significant data hack. Please accept these findings in this letter with that understanding.

## Introduction

Scott Day, power of attorney for Judith Day, made application for a rent increase exception to the City's 3% cap on or around April 9, 2025. Working with City staff, Mr. Day provided the necessary financial and related data to support the application. In each case the City staff determined that a rent increase exception was warranted based upon the submittals by the applicant.

It is important to note that the owner of the properties, Judith Day, is suffering from dementia, and no longer manages the property. In fact, Scott Day appeared on behalf of his mother, Judith Day, along with Michelle Palenschat, the owner's building assistant. The main reason for the exception is expenses on the buildings have almost doubled while rent increases over the subject period of the determination have only increased by approximately 1%.

From review of the application, the staff notes, meeting minutes, and the determination of the Department of Safety and Inspections (DSI), it is clear that the applicant has satisfied the requirements of Chapter 193A of the City's Residential Rent Stabilization Code. Notwithstanding the lengthy testimony of tenants, appellants have failed to refute that key finding.

## Summary of Testimony in Support of the Application

Lynne Ferkinhoff, from the DSI testified that the City's rent stabilization team worked with Mr. Day to fully complete the applications necessary for the subject rent increase. The minutes of the July 17, 2025, hearing state, "Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms.

Day." The basis for the application is included in the minutes and includes: 1) an increase in real property taxes; 2) an unavoidable increase in operating expenses; 3) a capital improvement project; and 4) an increase in tenants occupying certain rental units.

Scott Day testified that he recently began managing the buildings on behalf his mother, Judith Day. Judith Day purchased the buildings in 1998 and has been a responsible owner, maintaining open communication with tenants and addressing issues promptly. Mr. Day expressed concern over an increase in tenant complaints since the appeal was filed, some of which he believes are orchestrated and unfounded, while others are valid and being addressed promptly. In addition, Mr. Day stressed the importance of tenant communication, noting that some complaints were not reported directly to building management, complicating quick resolution.

Mr. Day discussed financial challenges, including increased expenses since 2019, and the necessity of seeking a fair return on the properties. He expressed a commitment to resolving tenant issues and maintaining a respectful relationship, despite the challenges faced by the owner.

Michelle Palenschat, the management assistant for the owner said she has worked closely with Judith Day over many years. She emphasized the regular inspections by fire inspectors and City officials, and the importance of tenant communication regarding maintenance issues. She clarified that Judith Day has been proactive in addressing necessary upgrades, such as knob-and-tube wiring and that the owner has hired licensed contractors to complete work necessary for compliance.

In response to allegations made about maintenance of boilers, Ms. Palenschat detailed her role in maintaining the boilers, ensuring they are serviced regularly, and disputed claims about their maintenance. She highlighted the age and character of the buildings, noting that tenants are informed of these factors before signing leases, and repairs are made when necessary.

Ms. Palenschat expressed her long-standing relationship with Judith Day and her commitment to managing the properties with care and honesty. Both Mr. Day and Ms. Palenschat provided examples of prompt responses to issues, such as a plumbing repair completed the day after a complaint was received. Mr. Day mentioned a formal check-in and check-out inspection process to document unit conditions, ensuring transparency and accountability.

DSI staff noted that there were no complaints of record prior to the owner's application. In addition, staff noted that each of the buildings was considered in compliance based upon their most recent inspections. *See* attachment. Both at the hearing and subsequently, Mr. Day has indicated that he is correcting what are essentially minor deficiencies. That work will be completed in September.

Response to Alleged Deficiencies

In response to allegations of electrical concerns, the owner hired McQuillan Home Services who upgraded electrical facilities in Units 6 and 7 at a cost of $60,707. These concerns were only brought to the owner's attention following the notice of determination by DSI.

In response to allegations related to the condition of Unit 12, the owner hired Green Home

Minnesota to abate mold at a cost of $5,083.17. In the same Unit and others, the owner is addressing minor window repair, which typically means making the windows operable, not repairing broken glass. Obviously, broken glass is a priority since it involves tenant safety.

In response to allegations regarding damaged floor, the owner brought in a contractor to fix a kitchen floor in Unit 6. The owner is not aware of other flooring issues.

In response to allegations related to plumbing, the owner has a plumber who regularly works to address routine plumbing issues and keep facilities in good repair. The owner is not aware of open complaints regarding plumbing.

In response to allegations of inoperable smoke/carbon monoxide detectors, the owner replaced the detectors for Unit 11. The owner places the highest priority on matters affecting the life safety of tenants and keeps a supply of detectors on hand for quick replacement as needed.

Most of the other allegations stated at the hearing are relatively minor, are being addressed as part of ongoing maintenance of the buildings and will be completed in the month of September, if not earlier. My client is happy to provide copies of receipts for the work described above where such work is performed by contractors.

## Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. In response to your question during the hearing, the appellants' expert could not state the units are inhabitable. Not only has the owner been responsive to her tenants for more than 25 years, Mr. Day representing his mother, has responded to all reasonable tenant requests since he took over management of the properties.

The request for a rent increase is largely due to the lack of any significant increases within the subject period. Now that family members have taken on that responsibility for Judith Day, they need to stabilize the rent, make capital improvements to the building, and keep up with payment of ever increasing costs for taxes, maintenance, insurance, and utilities.

We appreciate the volumes of testimony, but it really boils down to a tactic often used by housing advocates to slow or deny rent increases that clearly meet the objective financial requirements of the City Code. It is notable that the focus of appellants' counsel has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code. We look forward to your report along with the public hearing on September 10, 2025. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Enclosure

cc: Mr. Day (via email)

Exhibit A

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

**934 Ashland Avenue - Units 1 and 5**
**938 Ashland Avenue - Unit 6**
**942 Ashland Avenue - Units 8, 9, 10, 11 and 12**

On April 9, 2025, Scott Day stopped by the Department of Safety & Inspections customer service counter. He wanted to meet with someone who works on the Rent Stabilization program, but staff was in a meeting, so not available. The customer service staff captured Mr. Day's contact information and sent it to the Rent Stabilization team for follow-up. A member of the Rent Stabilization team sent Mr. Day an email on April 9, 2025. Mr. Day called a member of the Rent Stabilization team later that day to ask about the process to request an exception to the 3% cap on rent increases per ordinance 193A. An in-person meeting was arranged.

Staff met in person with Mr. Day on April 11, 2025. He was accompanied by a second party (Michelle) who helped with the rental business. During the meeting, staff guided Mr. Day in completing the online intake form and reviewed financial information provided by Mr. Day to support his staff determination application for a rent increase exception greater than 8%. The intake form is part of the record and Judith Day (Mr. Day's mother) is listed as the applicant and owner of the buildings. The application includes three properties - 934, 938 and 942 Ashland Avenue. Staff understands that Ms. Day is struggling with dementia and that Mr. Day has Power of Attorney, granting him the authority to make decisions for Ms. Day.

The online intake form notes that consistent increases will apply to the entire building. An increase of 30% is proposed with an effective date of June 30, 2025. The reasons cited in the online intake form for the increase includes:

- An increase in real property taxes.
- An unavoidable increase in operating expenses.
- A capital improvement project.
- An increase in tenants occupying the rental unit.

As a follow-up to the meeting, Mr. Day clarified for staff that tenants pay for electricity and gas (stove). The property owner pays for gas (heat) and water.

A second online intake form was submitted on April 21, 2025. Staff identified the form as a duplicate. It was not processed.

Staff acknowledges that the Maintenance of Net Operating Income (MNOI) worksheet attached to the record during the application process included the CPI value for 2022 instead of 2024. Staff noticed the CPI value during the application process and used a spreadsheet to accurately re-calculate the data. Staff also updated the MNOI worksheet on the Rent Stabilization website.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

At the City's request, Mr. Day provided a Rent Roll to the Department of Safety & Inspections. The Rent Roll was used to mail notification letters to tenants, including:

- **04/23/25:** Notice of Application (informing tenants that their landlord requested an exception to the rent increase cap).
- **04/28/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights).
- **05/07/25:** Staff Determination Letter (informing tenants that their landlord was granted an exception to the rent increase cap and advising tenants of their appeal rights). These letters were sent in response to a tenant call that some residents at 940 Ashland Avenue did not receive notices. The 05/07/25 mailing only went to tenants living at 940 Ashland Avenue.

City staff issued a determination letter to Ms. Day on April 28, 2025, granting approval of an exception to the rent increase cap. In the determination letter, staff included an attachment to show the allowed rent increase that could be attributed to:

- Amortized investments in capital improvements (23.64%).
- Changes in Net Operating Income (28.52%).

The increase for amortized investments in capital improvements applied to two units. The increase for changes in Net Operating Income applied to all units. Therefore, the Total Allowable Rent Increase for two units was 52.16%. The allowed increase for all other units was 28.52%.

Staff spoke with several tenants living at the properties that are subject to this appeal.

The last Fire Certificate of Occupancy approvals are summarized below:

- 934 Ashland Avenue was last inspected on June 15, 2023 and was rated as a Class B property. The Fire Certificate of Occupancy renewal is due in 2027.
- 938 / 940 Ashland Avenue was last inspected on November 23, 2021 and was rated as a Class C property. The renewal is due, but there were no active complaints on the property when the rent increase exception was approved.
- 942 Ashland Avenue was last inspected on October 22, 2021 and was rated as a Class A property. The Fire Certificate of Occupancy renewal is due in 2027.

**Department of Safety & Inspections**
**Staff Report**
**Rent Stabilization Appeal**

No identifiable Rent Stabilization complaints were submitted for any of the buildings included in this appeal.

4919-8961-7246, v. 2

August 19, 2025

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

*via email to rentappeals@ci.stpaul.mn.us*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will compete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents' "expert could not state the units are inhabitable." That is correct. John Trostle testified that there are numerous habitability problems with the buildings' units and common areas and that he would be "very concerned about [his] safety if [he] lived in those units." (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents' "expert could not state the units are [***un***]inhabitable," caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be "uninhabitable" in order to violate city code or to experience "substantial deterioration." *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a "tactic," as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department "must" consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city "not grant" a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a "tactic." This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*
*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul ~~Minn~~ mn 55105 |
| **Owner Phone** | 651-269- 9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 942/944 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -unit 9/ scrape repaint hallway / kitchen |
| | -unit 10/ repaint window sills |
| | -unit 10/ scrape repaint flaking paint |
| | -unit 10/ repair bedroom window |
| | -unit 10/ repair kitchen window |
| | -unit 11/ scrape repaint wall/ Bedroom door |
| | -unit 11/ fire load Bedroom |
| | -clear electric panels - 36" |
| | -unit 12/ replace Bathroom ceiling tiles |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | Tue/Oct 7/1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2510

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | | | |
|---|---|---|---|
| **Owner Name** | Judith Day | **License** | |
| **Owner Address** | 1787 Sargent ave | **Complaint** | |
| **City State Zip** | St. Paul ave 55105 | **C of O** | |
| **Owner Phone** | # 651-269-9437 | **Date** | |

**Building Address:** 934-940 ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

- repair gypsum - Boiler room

| Code | Conditions to be Corrected |
|---|---|
| 934 | - unit 1/scrape paint pipe bathroom |
| | - unit 1 Bedroom/improper Bulbs |
| | - unit 3/Bdrm/windowsill paint |
| | - unit 3 pantry/scrape repaint |
| | - unit 4 - scrape repaint living room |
| | - unit 4 paint window sill |
| | - unit 4 scrape repaint Bedroom |
| | - unit 4 minimize fire load |
| | - unit 5/incense in wall |
| | ~~- unit 5/replace Kitchen sink plumbing/Good~~ |
| | - remove cords unit 5 |

- remove 6-prong adapter unit 5

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD/#17 |
| **CFO Key** | | **Reinspection Date** | ~~9/4/25~~ 10/7/25 1:00pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

2511

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

| | |
|---|---|
| **Owner Name** | Judith Day |
| **Owner Address** | 1787 Sargent ave |
| **City State Zip** | St. Paul, mn 55105 |
| **Owner Phone** | 651-269-9437 |

| | |
|---|---|
| **License** | |
| **Complaint** | |
| **C of O** | |
| **Date** | |

**Building Address:** 934, 936, 940, 942, 944 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | *Scrape and repaint all flaking exterior paint |
| | *pressure wash awnings |
| | *patch all foundation cracks |
| | *Scrape/repaint any exterior flaking wall paint |
| | 940 Back stairs condemned |
| | *Fill all sidewalk cracks |
| | *repair laundry room window |
| | |
| | |
| | |
| | |

**Owner or Representative Signature** _____

| | | | |
|---|---|---|---|
| **Occupancy Type** | | **Inspector Signature** | KD / #17 |
| **CFO Key** | | **Reinspection Date** | ~~10/31/24~~ 10/25 - 1:pm |

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2512

# Fire Inspection Report

**City of Saint Paul**
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

**Owner Name** Judith Day
**Owner Address** 1787 Sargent ave
**City State Zip** St. Paul mn 55105
**Owner Phone** 651-769-9437

**License**
**Complaint**
**C of O**
**Date**

**Building Address:** 938/940 Ashland

**You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.**

| Code | Conditions to be Corrected |
|---|---|
| | -Heat mandated at 68 degrees |
| | -unit 6/ scrape and repaint |
| | -unit 6 repaint whole Bathroom |
| | -unit 6/remove ac bedroom window X2 |
| | -unit 6/ tenant clean |
| | -unit 7/ patch paint Bedroom wall |
| | -hang SD unit 7 Bdrm X2 |
| | -unit 7 patch trim over Kitchen door |
| | |
| | |
| | |

**Owner or Representative Signature** _____

**Occupancy Type** _____ **Inspector Signature** KD #17

**CFO Key** _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * *** 2513

| | |
|---|---|
| **From:** | Abbie Hanson |
| **To:** | #CI-StPaul_Ward7; #CI-StPaul_Ward6; #CI-StPaul_Ward5; #CI-StPaul_Ward4; #CI-StPaul_Ward3; #CI-StPaul_Ward2; #CI-StPaul_Ward1 |
| **Cc:** | Emily Curran; Jim Poradek; *CI-StPaul_RentAppeals |
| **Subject:** | Objection to the Hearing Officer Recommendation in the Rent-Stabilization Appeal to be heard Sept. 10 |
| **Date:** | Monday, September 8, 2025 2:52:18 PM |
| **Attachments:** | image001.png<br>FINAL Ashland Apartments -- Objection to Recommendation -- 2025-09-08.pdf |

Some people who received this message don't often get email from ahanson@hjcmn.org. Learn why this is important

Dear Councilmembers:

Please find the attached Objection to the Legislative Hearing Officer's recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue. The recommendation is set to come before the Council at its September 10 meeting.

As explained in the cover letter, we request that testimony and discussion for agenda items 33, 34, 36, 37, 38, 39, & 40 occur together prior to any vote(s).

Best,

**Abbie Hanson** (she/her)
Housing Justice Litigator
651-391-8393
ahanson@hjcmn.org

Housing Justice Center

DSI
Inspection
Photos
9-4-25





# DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25





DSI Inspection Photos 9-4-25






DSI Inspection Photos 9-4-25



# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 25-111

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH TA 25-111 | **Type:** | Resolution LH Tax Assessment Appeal | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 02/19/2025 |
| **File Name:** | 1055 Fourth St E | | | **Final Action:** | |

**Title:** Amending Council File RLH TA 24-472 to Continue the Public Hearing for the Appealed Special Tax Assessment for property at 1055 FOURTH STREET EAST adopted by Council on February 12, 2025. (File No. J2505R, Assessment No. 258508) (Public hearing continued to September 10, 2025)

**Notes:**

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Johnson | **Enactment Date:** | |
| **Attachments:** | 1055 4th St E.Resolution TA 24-472.pdf, 1055 4th St E.Minutes.pdf | **Financials Included?:** | |
| **Contact Name:** | | **Hearing Date:** | |
| **Entered by:** | mai.vang@ci.stpaul.mn.us | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 02/26/2025 | Continue Public Hearing | City Council | 09/10/2025 | | |
| | **Action Text:** | Public hearing continued to September 10, 2025 | | | | | |

### Text of Legislative File RLH TA 25-111

Amending Council File RLH TA 24-472 to Continue the Public Hearing for the Appealed Special Tax Assessment for property at 1055 FOURTH STREET EAST adopted by Council on February 12, 2025. (File No. J2505R, Assessment No. 258508) (Public hearing continued to September 10, 2025)

WHEREAS, the Office of Financial Services Assessment Section has attached to this Council File both a report of completion outlining the costs and fees associated with Rubbish and Garbage Clean Up services during June 28 to July 26, 2024. (File No. J2505R, Assessment No. 258508) and the assessment roll including all properties for which these assessments are proposed for Council ratification; and

WHEREAS, the City Council's Legislative Hearing Officer has reviewed an appeal of this assessment and developed a recommendation for the City Council with respect to this assessment; and

WHEREAS, a public hearing was conducted for the above improvement, and said assessment was further considered by the Council and considered financially satisfactory; and

WHEREAS, said assessment is to hereby deleted if no same or similar violation(s) by September 10, 2025; and

WHEREAS; on February 12, 2025, RLH TA 24-472, the resolution stating the above was inadvertently referred for adoption by the City Council, instead of continuing the public hearing; and

WHEREAS, Legislative Hearing staff request that this resolution replace RLH TA 24-472 for purpose of continuing the public hearing to September 10, 2025 under new File No. J2505R2, Assessment No. 258535; Now, Therefore, Be It

RESOLVED, that pursuant to Chapter 14 of the Saint Paul City Charter, said assessment is hereby deleted, if no further violations by September 10, 2025.

# City of Saint Paul

City Hall and Court House
15 West Kellogg Boulevard
Phone: 651-266-8560

## Signature Copy

### Resolution LH Tax Assessment Appeal: RLH TA 24-472

**File Number: RLH TA 24-472**

Ratifying the Appealed Special Tax Assessment for property at 1055 FOURTH STREET EAST. (File No. J2505R, Assessment No. 258508)

WHEREAS, the Office of Financial Services Assessment Section has attached to this Council File both a report of completion outlining the costs and fees associated with Rubbish and Garbage Clean Up services during June 28 to July 26, 2024. (File No. J2505R, Assessment No. 258508) and the assessment roll including all properties for which these assessments are proposed for Council ratification; and

WHEREAS, the City Council's Legislative Hearing Officer has reviewed an appeal of this assessment and developed a recommendation for the City Council with respect to this assessment; and

WHEREAS, a public hearing having been conducted for the above improvement, and said assessment having been further considered by the Council and having been considered financially satisfactory; Now, Therefore, Be It

RESOLVED, that pursuant to Chapter 14 of the Saint Paul City Charter, said assessment is hereby deleted if no same or similar violation(s) by September 10, 2025.

At a meeting of the City Council on 2/12/2025, this Resolution LH Tax Assessment Appeal was Passed.

**Yea:** 6 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

**Nay:** 0

**Absent:** 1 Councilmember Jalali

**Vote Attested by Council Secretary** Shari Moore — **Date** 2/12/2025

**Approved by the Mayor** Melvin Carter III — **Date** 2/13/2025

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 24-472

**File ID:** RLH TA 24-472 **Type:** Resolution LH Tax Assessment Appeal **Status:** Passed

**Version:** 2 **Contact Number:** **In Control:** City Council

**File Created:** 11/18/2024

**File Name:** 1055 Fourth St E **Final Action:** 02/12/2025

**Title:** Ratifying the Appealed Special Tax Assessment for property at 1055 FOURTH STREET EAST. (File No. J2505R, Assessment No. 258508)

**Notes:** Sadiq Alnabi
almusawi11@msn.com
612-450-3221

11/18/24: packet sent. mv

**Agenda Date:** 02/12/2025

**Agenda Number:** 34

**Sponsors:** Johnson **Enactment Date:**

**Attachments:** 1055 Fourth St E.SAO Letter 5-16-24.pdf, 1055 Fourth St E.Photos 5-16-24.pdf, 1055 Fourth St E.Photo 6-28-24.pdf, 1055 Fourth St E.Contractor Photos 7-10-24.pdf, 7-10-2024 Garbage Invoice.pdf **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** mai.vang@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 11/19/2024 | Laid Over | Legislative Hearings | 12/03/2024 | | |
| | **Action Text:** | Laid Over to the Legislative Hearings due back on 12/3/2024 | | | | | |
| | **Notes:** | *Layover to LH December 3, 2024 at 9 am (no contact info for PO).*<br><br>*No one appeared*<br><br>*Moermond: we don't have a number for the owner of 1055 East 4th street. We'll lay this over to December 3.* | | | | | |
| 1 | Legislative Hearings | 12/03/2024 | Laid Over | Legislative Hearings | 12/17/2024 | | |
| | **Action Text:** | Laid Over to the Legislative Hearings due back on 12/17/2024 | | | | | |
| | **Notes:** | *Layover to LH December 17, 2024 at 10 am. (Appellant is owner of 571 Earl Street which is also scheduled for that date).* | | | | | |

*No one appeared*

*Voicemail left at 9:52 am: this is Marcia Moermond from St. Paul City Council calling you about your appealed tax assessment for cleanup at 1055 4th street. We'll try you back in a little bit.*

*Voicemail left at 9:56 am: this is Marcia Moermond from St. Paul City Council calling you again. I'm going to recommend this assessment is the Council approve it. I've reviewed the orders and photos and if you want to submit additional testimony or talk to Council you are more than welcome to do so.*

*[Note: PO called after hearing to appeal an assessment for 571 Earl, so this was laid over to go with that file - JZ*

| | | | | | |
|---|---|---|---|---|---|
| 1 | Legislative Hearings | 12/17/2024 | Referred | City Council | 02/12/2025 |

**Action Text:** Referred to the City Council due back on 2/12/2025

**Notes:** *Continue CPH to September 10, 2025 and if no same or similar violations, delete the assessment. Otherwise approve in full.*

*Sadiq Alnabi, owner, appeared via phone*

*Moermond: we have two assessments appealed by you this morning. 1055 Fourth Street, and 571 Earl.*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor Richard Kedrowski: May 16 a Summary Abatement Order was issued to remove and dispose of totes, tires, trash and miscellaneous debris from the property. Compliance date of May 23. Rechecked June 4. It appears a couple Excessive Consumption fees were sent to try and minimize the cost, but the work was still not done by late in the month and a work order was finally sent. A Cleanup was done July 10th for a total assessment of $365.*

*Moermond: things piled along the side of the building. Tell me why you are appealing?*

*Alnabi: I was out of the Country at that time and I had a tenant and when I received the letter I asked the tenant to clean it up. He said he did, 3 days after that. When I received the statement last month and told the tenant they had to pay, they said they did clean it and asked me to appeal it. I am broke. As you can see, a tree fell on my property and the insurance said they wouldn't pay because the tree was from the back neighbor and I couldn't get any insurance information from them. They don't live in Minnesota. I have to pay for that. I don't know if you can give us a break at this time. I will take care of it the next time.*

*Moermond: it does look like a lot was cleaned up by the tenant from the photos I am looking at it. The totes and plastic shipping containers were gone. The main thing left were the tires. I can imagine both the tenant is giving you a straight answer about cleaning it up and at the same time missed the tires. I do still have that taken care of by the City. I do see you've pretty much taken care of things when they have come up. This seems to be singular. This is a commercial property too, so that makes it higher traffic.*

*Alnabi: yes, a small convenience store. That's the second problem, the people throw their trash behind the store.*

*Moermond: I'll recommend the Council deletes the assessment if we don't have any same or similar violations by September 10, 2025. I think your tenant made a good faith effort, but not an entire effort. I want to give credit for that as well.*

| | | | | | |
|---|---|---|---|---|---|
| 2 | City Council | 02/12/2025 | Adopted | | Pass |

**Action Text:** Adopted

| | | | | | |
|---|---|---|---|---|---|
| 2 | Mayor's Office | 02/13/2025 | Signed | | |

**Action Text:** Signed

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 25-160

**File ID:** RLH TA 25-160 **Type:** Resolution LH Tax Assessment Appeal **Status:** Agenda Ready

**Version:** 2 **Contact Number:** **In Control:** City Council

**File Created:** 03/07/2025

**File Name:** 562 Galtier Street **Final Action:**

**Title:** Ratifying the Appealed Special Tax Assessment for property at 562 GALTIER STREET. (File No. J2513R, Assessment No. 258524) (Public hearing continued to September 10, 2025)

**Notes:** Henry Schnitzer
HenrySchnitzer@hotmail.com
651-276-7472

3/7/25: packet sent. MV

**Agenda Date:** 09/10/2025

**Sponsors:** Bowie **Enactment Date:**

**Attachments:** 562 Galtier St.SA Ltr+photo 10-23-24.pdf, 562 Galtier St.photos 10-23-24.pdf, 562 Galtier St.Photo 10-30-24.pdf, 562 Galtier St.contractor photos 11-11-24.pdf, 11-11-2024 Kamish Garbage Invoice (1).pdf, 562 Galtier St.Zimny email.3-24-25 **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** mai.vang@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 03/18/2025 | Referred | City Council | 05/07/2025 | | |

**Action Text:** Referred to the City Council due back on 5/7/2025

**Notes:** *Continue Council Public Hearing to September 10 and if no same or similar reduce assessment from $485 to $242.*

*Henry Schnitzer, owner, appeared via phone*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor James Hoffman: a Summary Abatement Order went out October 23, 2024 to remove and dispose of tires, chairs and miscellaneous debris from backyard and entire property. Compliance date of October 30, rechecked October 30th and the work wasn't done. Work order was sent and the crew did the work November 11 for a total assessment of $675.*

*Schnitzer: I had no idea; I never got the letter. I keep up my property because I know what happens if you don't. I never got a letter; I've been doing this for 10 years. I always clean it up when I get the*

*letters. I never got one which is why it wasn't picked up. I did see in the packet emailed to me it was sent.*

*Moermond: are you Brickhouse LLC on Holly?*

*Schnitzer: yes.*

*Moermond: it does look like when orders have been issued in the past you've taken care of things. A vehicle a couple of years ago with some Excessive Consumptions, but not much else.*

*Schnitzer: the tenants just put their stuff there, I'm good about picking up the stuff. Then I got the bill for $700, I was like woah, what is this for?*

*Moermond: I'm going to look more at this. The City didn't' have any returned mail. It also went to the occupant. Two letters to you at Holly and one to Galtier.*

*Schnitzer: it is weird, I typically always get them.*

*Moermond: when two letters go out it is less likely both would be lost, but—*

*Schnitzer: weren't you sending other letters out about the sewer at the time, so maybe I didn't open because I thought it was a sewer letter. That's probably why. I guess I'm guilty, but I don't want to pay $700, you know. All the money I spend getting rid of mattresses and other people's junk. $700 for two tires.*

*Moermond: I'm going to look further into the refuse and trip charge which seems high. I'm going to ask the department to look further into that. That line in the invoice doesn't make sense to me. You also have a good history which is in your favor. We'll follow up by email with the recommendation and anything we find.*

*Follow up after hearing by Moermond: for 562 Galtier, it is an odd situation and the original order photos we have some tires. In the follow up photos on reinspection there are the tires and some sundry debris: bikes, a grill, a couple outdoor chairs. Nothing significant. When the crew arrived to do the cleanup we have a photo of the property address—loaded in March due to a computer glitch in November—and Mr. Westenhofer just loaded the invoice dated November 13 with a general refuse trip charge for 1 hour, $450, general disposal $51, tires $10. One tire. There is no before photo of the back of the house by the contractor. All I have in the photo is a chair and a board, which there's nothing wrong with it. I am not clear how that takes an hour nor where the volume comes from for the $51. I'll determine a reduction in 2 weeks when I review the file again.*

*After review: notice says $260/hour, plus $51 MSW disposal fee, and $10 tire, $164 service charge for total of $485. Continue Council Public Hearing to September 10 and if no same or similar reduce assessment from $485 to $242.*

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | City Council | 05/07/2025 | Continue Public Hearing | City Council | 09/10/2025 | Pass |

**Action Text:** Public hearing continued to September 10, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Privratsky

Nay: 0

**Text of Legislative File RLH TA 25-160**

Ratifying the Appealed Special Tax Assessment for property at 562 GALTIER STREET. (File No. J2513R, Assessment No. 258524) (Public hearing continued to September 10, 2025)

WHEREAS, the Office of Financial Services Assessment Section has attached to this Council File both a report of completion outlining the costs and fees associated with Rubbish and Garbage Clean Up services during November 11 to 20, 2024. (File No. J2513R, Assessment No. 258524) and the assessment roll including all properties for which these assessments are proposed for Council ratification; and

WHEREAS, the City Council's Legislative Hearing Officer has reviewed an appeal of this assessment and developed a recommendation for the City Council with respect to this assessment; and

WHEREAS, a public hearing having been conducted for the above improvement, and said assessment having been further considered by the Council and having been considered financially satisfactory; Now, Therefore, Be It

RESOLVED, that pursuant to Chapter 14 of the Saint Paul City Charter, said assessment is hereby reduce from $675 to $485, and reduce further from $485 to $242 if no same or similar violations by September 10, 2025.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

October 23, 2024

24 - 088534

# SUMMARY ABATEMENT ORDER

OCCUPANT
562 GALTIER ST
ST PAUL MN 55103-2034

Yog hais tias koj tsis to taub tsab ntawv no, hu rau ntawm (651) 266-8989. Lawv mam nrhiav ib tug neeg txhais lus los pab koj.

As owner or person(s) responsible for 562 GALTIER ST : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1 Remove improperly stored or accumulated refuse which may include: garbage, rubbish, loose and scattered litter, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from entire property including yard, boulevard, alley, and driveway.

PLEASE REMOVE AND PROPERLY DISPOSE OF THE TIRES, CHAIRS, AND MISCELLANEOUS DEBRIS FROM THE BACKYARD AND THE PROPERTY. THANK YOU. Comply before October 30, 2024

Comply before: October 30, 2024

Questions: Call your Inspector David Smith

Phone Number: 651-266-8995

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before October 30, 2024, the City will correct the nuisance and charge all cost, including boarding costs, against the property as a special assessement to be collected in the same way as property taxes. Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately $260 per hour plus expenses for abatement.

APPEALS:You may appeal this order and obtain a hearing before the Legislative Hearing Officer by completing an appeal application before the deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. (651) 266-8585. You must submit a copy of this Order with your appeal application.

WARNING: If violations are not corrected by the compliance date, the city's costs will be assessed to the property taxes of the related property. If additional new violations are discovered within the next 12 months, additional charge may apply.

Photo may not show all areas which need to be abated



Also send to:

Brickhouse Llc 417 Holly Ave St Paul MN 55102-2203 Brickhouse LLC 417 Holly Ave St. Paul MN 55102

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

October 23, 2024

24 - 088534

# SUMMARY ABATEMENT ORDER

BRICKHOUSE LLC
417 HOLLY AVE
ST. PAUL MN 55102

Yog hais tias koj tsis to taub tsab ntawv no, hu rau ntawm (651) 266-8989. Lawv mam nrhiav ib tug neeg txhais lus los pab koj.

As owner or person(s) responsible for 562 GALTIER ST : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1 Remove improperly stored or accumulated refuse which may include: garbage, rubbish, loose and scattered litter, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from entire property including yard, boulevard, alley, and driveway.

PLEASE REMOVE AND PROPERLY DISPOSE OF THE TIRES, CHAIRS, AND MISCELLANEOUS DEBRIS FROM THE BACKYARD AND THE PROPERTY. THANK YOU. Comply before October 30, 2024

Comply before: October 30, 2024

Questions: Call your Inspector David Smith

Phone Number: 651-266-8995

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before October 30, 2024, the City will correct the nuisance and charge all cost, including boarding costs, against the property as a special assessement to be collected in the same way as property taxes. Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately $260 per hour plus expenses for abatement.

APPEALS:You may appeal this order and obtain a hearing before the Legislative Hearing Officer by completing an appeal application before the deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. (651) 266-8585. You must submit a copy of this Order with your appeal application.

WARNING: If violations are not corrected by the compliance date, the city's costs will be assessed to the property taxes of the related property. If additional new violations are discovered within the next 12 months, additional charge may apply.

Photo may not show all areas which need to be abated



Also send to:

Brickhouse Llc 417 Holly Ave St Paul MN 55102-2203 Occupant

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

October 23, 2024

24 - 088534

# SUMMARY ABATEMENT ORDER

BRICKHOUSE LLC
417 HOLLY AVE
ST PAUL MN 55102-2203

Yog hais tias koj tsis to taub tsab ntawv no, hu rau ntawm (651) 266-8989. Lawv mam nrhiav ib tug neeg txhais lus los pab koj.

As owner or person(s) responsible for 562 GALTIER ST : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1 Remove improperly stored or accumulated refuse which may include: garbage, rubbish, loose and scattered litter, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from entire property including yard, boulevard, alley, and driveway.

PLEASE REMOVE AND PROPERLY DISPOSE OF THE TIRES, CHAIRS, AND MISCELLANEOUS DEBRIS FROM THE BACKYARD AND THE PROPERTY. THANK YOU. Comply before October 30, 2024

Comply before: October 30, 2024

Questions: Call your Inspector David Smith

Phone Number: 651-266-8995

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before October 30, 2024, the City will correct the nuisance and charge all cost, including boarding costs, against the property as a special assessement to be collected in the same way as property taxes. Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately $260 per hour plus expenses for abatement.

APPEALS:You may appeal this order and obtain a hearing before the Legislative Hearing Officer by completing an appeal application before the deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. (651) 266-8585. You must submit a copy of this Order with your appeal application.

WARNING: If violations are not corrected by the compliance date, the city's costs will be assessed to the property taxes of the related property. If additional new violations are discovered within the next 12 months, additional charge may apply.

Photo may not show all areas which need to be abated



Also send to:

Occupant Brickhouse LLC 417 Holly Ave St. Paul MN 55102

562 Galtier St.Photos 10-23-24







| | | | |
|---|---|---|---|
| **Date:** | **March 07, 2025** | **HP District:** | |
| **File #:** | **24 - 090572** | **Property Name:** | |
| **Folder Name:** | **562 GALTIER ST** | **Survey Info:** | |
| **PIN:** | **362923140119** | | |




property address

Work done on 11/11/24 (reload photos 3/7/25 due to computer glitch)

| | | | |
|---|---|---|---|
| **Date:** | **March 07, 2025** | **HP District:** | |
| **File #:** | **24 - 090572** | **Property Name:** | |
| **Folder Name:** | **562 GALTIER ST** | **Survey Info:** | |
| **PIN:** | **362923140119** | | |



BEFORE PHOTO

Work done on 11/11/24 (reload photos 3/7/25 due to computer glitch)

| | | | |
|---|---|---|---|
| **Date:** | **March 07, 2025** | **HP District:** | |
| **File #:** | **24 - 090572** | **Property Name:** | |
| **Folder Name:** | **562 GALTIER ST** | **Survey Info:** | |
| **PIN:** | **362923140119** | | |



AFTER PHOTO

Work done on 11/11/24 (reload photos 3/7/25 due to computer glitch)

## Kamish Excavating, Inc.

1301 So. Concord Street
South St. Paul, MN 55075
Phone: 651-457-3600

# INVOICE

DATE: November 13, 2024
INVOICE # 24-612
FOR: *Nuisance & Garbage Abatements*

City of St. Paul
Department of Safety and Inspections
375 Jackson St, Suite 220
St. Paul, MN 55101

| DATE & ADDRESS | DESCRIPTION | NUMBER | AMOUNT |
|---|---|---|---|
| 11/11/2024 | Garbage Abatement Fee | Hours | |
| | | | |
| 405 St Albans Street N | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 282 Charles Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 562 Galtier Street | General Refuse / Trip Charge | 1 | $ 450.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| | Tires | 1 | $ 10.00 |
| 232 Edmund Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 1167 Jenks Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| | Freezer | 1 | $ 50.00 |
| 1027 Fuller Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 362 Cleveland Ave N | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| | Mattresses | 1 | $ 35.00 |
| 818 Edmund Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 856 Edmund Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| 603 Thomas Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 453 Fry Street | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 133 Magnolia Ave E | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 1009 Magnolia Ave E | General Refuse / Trip Charge | 1 | $ 450.00 |
| | MSW Disposal | 2 CY | $ 102.00 |
| 937 Palace Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| | | TOTAL | $ 4,052.00 |

THANK YOU FOR YOUR BUSINESS!

**From:** *CI-StPaul_LegislativeHearings
**To:** "HenrySchnitzer@hotmail.com"
**Subject:** appealed tax assessment for 562 Galtier Ave
**Date:** Monday, March 24, 2025 9:32:00 AM
**Attachments:** image001.png

---

Good morning,

This email is to confirm after review of the file by the Legislative Hearing officer after your March 18th Legislative Hearing, Ms. Moermond will recommend at the May 7 Council Public Hearing **they continue the Public Hearing to September 10, 2025 and if there are no same or similar reduce assessment from $485 to $242**. This means no orders going out to pack up trash or mow the lawn, etc. Essentially keep the property maintained. Otherwise, the assessment will be approved in full.

This matter will go before the City Council at Public Hearing on **Wednesday, May 7, 2025 at 3:30 pm. in room 300 City Hall.** If you are contesting Ms. Moermond's recommendation you may:
1. appear in person (*please arrive before 3:30 p.m. and check in with staff outside Council chambers when you arrive*); or
2. **Should you wish testify to Council directly by phone, you must register to do so online by no later than noon on Tuesday, May 6, 2025 here:**
https://www.stpaul.gov/department/city-council/city-council-public-hearing-live-testimony**.**

If you don't wish to contest then **no further action is needed** and the Council will proceed with Ms. Moermond's recommendation above without discussion. If you have any questions, please contact our office at 651-266-8585.

SAINT PAUL
MINNESOTA

**Joanna Zimny**
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov
Please consider the environment before printing this email

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RR 25-25

**File ID:** RLH RR 25-25 **Type:** Resolution LH Substantial Abatement Order **Status:** Agenda Ready

**Version:** 2 **Contact Number:** **In Control:** City Council

**File Created:** 08/08/2025

**File Name:** 925 Magnolia Ave E **Final Action:**

**Title:** Making finding on the appealed substantial abatement ordered for 925 MAGNOLIA AVENUE EAST in Council File RLH RR 24-44.

**Notes:** Brian Balsaitis
thebrianbmail@gmail.com
612-360-9220

**Agenda Date:** 09/10/2025

**Sponsors:** Yang **Enactment Date:**

**Attachments:** 925 Magnolia Ave E.MF Letter 8-8-25.doc, 925 Magnolia Ave. Balsatis Zimny email chain.6-27-25, 925 Magnolia Ave.Balsaitis R-R Ltr.8-28-25, 95 Magnolia Ave E.updated financing.9-2-25, 925 Magnolia Ave E.updated schedule.9-2-25 **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** mai.vang@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 08/26/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Grant additional 180 days and continue $5,000 PD pending submission and approval of updated work plan and proof of financing.*

*Brian Balsaitis, owner, appeared*

*Staff update by Supervisor James Hoffman: Clint reported about 80% complete, for what he can figure out without seeing permit status.*

*Moermond: that means we can extend your $5,000 Performance Deposit. It's also far enough along we don't need to post another one. Can you put together a plan from where you are at now to finishing and what needs to be done, and confirming proof of funds to do the remaining work.*

*Balsaitis: not a problem.*

*Moermond: for the work plan, I'd give the full 180 days. You may not need that if you're 80% done. If you can do those things I'm happy to recommend to the Council on September 10th to grant an*

*additional length of time. Can you have those in by next week?*

*Balsaitis: yes ma'am.*

**Text of Legislative File RLH RR 25-25**

Making finding on the appealed substantial abatement ordered for 925 MAGNOLIA AVENUE EAST in Council File RLH RR 24-44.

WHEREAS, the City Council adopted RLH RR 24-44 on February 26, 2025 which granted 180 days to repair the structure, correct all of the deficiencies listed in the Order to Abate Nuisance Building and the Code Compliance Report at 925 Magnolia Avenue East; and

WHEREAS, the Legislative Hearing Officer reviewed this case on August 26, 2025 to determine if the owner and/or responsible party abated the nuisance conditions and found these conditions were not abated;

WHEREAS, the Legislative Hearing Officer is forthcoming pending review of additional materials submitted; now, therefore, be it

RESOLVED, that the Saint Paul City Council adopts the finding of the legislative hearing officer that the nuisance condition is [abated and the matter resolved / not abated and therefore authorizes the Department of Safety and Inspections to proceed with this substantial abatement].

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


August 8, 2025

Brian Balsaitis
dba 925 Magnolia Avenue E LLC
5544 Harriet Avenue
Minneapolis MN 55419

VIA EMAIL: thebrianbmail@gmail.com

Re: Making Finding for Remove or Repair of the Structure at 925 MAGNOLIA AVENUE EAST

Dear Mr. Balsaitis:

Legislative Hearings were conducted in the above-referenced matter before Marcia Moermond, Legislative Hearing Officer, and she recommended that the City Council grant an additional 180 days for the nuisance building to be abated by razing and removal or rehabilitation, as evidenced by issuance of a Certificate of Code Compliance.

You are scheduled for a Legislative Hearing on **Tuesday, August 26, 2025 at 10:00 a.m. in Room 330 City Hall** at which DSI staff will present information on the current building conditions and progress toward abatement of the nuisance conditions.

**Please contact Building Inspector Clint Zane at 651-248-3860 as soon as possible to schedule for a progress inspection** prior to this hearing if you have not received your code compliance certificate. For other vacant building related questions, contact James Hoffman at 651-266-1947.

The findings of the Legislative Hearing will be considered at a City Council Public Hearing on **Wednesday, September 10, 2025 at 3:30 p.m. in Room 300 Council Chambers.**

Any questions, please contact me at 651-266-8563.

Sincerely,
/s/
Mai Vang
Legislative Hearing Coordinator

cc: Steve Magner, Code Enforcement Manager (DSI)
Nathan Bruhn, Building Inspector (DSI)
Clint Zane, Building Inspector (DSI)
James Hoffman, Vacant Building Supervisor (DSI)
Christine Boulware, Heritage Preservation Planner
Vicki Sheffer, TISH Program Manager (DSI)
Robert Humphrey, Vacant Building Inspector (DSI)

**From:** Joanna Zimny
**To:** Brian Balsaitis; Clint Zane
**Cc:** Mai Vang; Vicki Sheffer; Robert Humphrey
**Subject:** RE: 925 Magnolia 180 days
**Date:** Friday, June 27, 2025 10:18:00 AM
**Attachments:** image001.png
image004.png
image005.png
image006.png

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Hi Brian,

Your next Legislative Hearing in our office (if you haven't received your Code Compliance cert) isn't until August 25. You can keep working and pulling permits until then. At that point a couple weeks before you'll receive a letter (via email) from Mai Vang in our office asking you to reach out to Inspector Zane for a progress inspection at which time he'll give a percentage to Legislative Hearing staff. If you aren't done you'll likely need to just do an updated work plan and resubmit proof of financing (unless you're very close to complete). If you are past 50% at that point your Performance Deposit will be continued, otherwise there will be a discussion about that as well.

Hope this helps,
Joanna

SAINT PAUL
MINNESOTA

**Joanna Zimny**
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov
Please consider the environment before printing this email

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**From:** Brian Balsaitis <thebrianbmail@gmail.com>
**Sent:** Friday, June 27, 2025 10:13 AM
**To:** Clint Zane <Clint.Zane@ci.stpaul.mn.us>
**Cc:** Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>; Mai Vang <mai.vang@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>
**Subject:** Re: 925 Magnolia 180 days

**Think Before You Click:** This email originated **outside** our organization.

Hello everyone,

I hope you all are well.
Progress is continuing on our 925 Magnolia rehabilitation.

We are about a month behind schedule, and it is apparent we will need the 6 month extension.

Money and skill here is fine, by family has been in and out of the hospital in Florida- (dad is 86) and I have had to fly down 4 times.

Anyways,

The interior paint will be finished up in a day or two. All drywall/mud complete. New cabinets 80% installed.

The Electricians will then come out for their final outlet installations and such, in mid July.

The flooring, trim, and plumbing fixtures will be ongoing, and will be completed a couple months beyond the original 180 days-depending on their schedules.

So, what is the process to acquire an extension?

Thanks
Brian B
612-360-9220

On Wed, Feb 12, 2025 at 7:47 AM Clint Zane <Clint.Zane@ci.stpaul.mn.us> wrote:

> Brian,
>
> It does not matter in which order your permits are pulled. Whatever order best accommodates your construction schedule is fine.
>
> Feel free to contact me with any questions.
>
> Stay warm!
>
> **Clint Zane**
> **Code Compliance Officer**
> **Building Inspector**
> Department of Safety and Inspections
> 375 Jackson Street, Suite 300
> Saint Paul, MN 55101

The Most Livable City in America
**P:** 651-266-9029
**C:** 651-248-3860
Clint.Zane@ci.stpaul.mn.us

Making Saint Paul the Most Livable City in America

***DSI's Mission: "To preserve and improve the quality of life in Saint Paul by protecting and promoting public health and safety for all."***

---

**From:** Brian Balsaitis <thebrianbmail@gmail.com>
**Sent:** Monday, February 10, 2025 11:58 AM
**To:** Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
**Cc:** Mai Vang <mai.vang@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>; Clint Zane <Clint.Zane@ci.stpaul.mn.us>
**Subject:** Re: 925 Magnolia papers

**Think Before You Click:** This email originated **outside** our organization.

Hello-
All good, I will make calls Wednesday or whenever to Mr Zane- I need to clarify some general stuff anyways- and I won't need the other trade permits for a couple months - for their final hook/ups.

Thanks for your polite demeanor!
Brain B.
(612)360-9220

On Mon, Feb 10, 2025 at 11:34 AM Joanna Zimny <joanna.zimny@ci.stpaul.mn.us> wrote:

> Good morning,
>
> That's outside my wheelhouse; I copied Inspector Zane here; Mr. Humphrey may also be able to provide insight.
>
> Thanks,
> Joanna
>
> ---
>
> **From:** Brian Balsaitis <thebrianbmail@gmail.com>

**Sent:** Monday, February 10, 2025 11:23 AM
**To:** Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
**Cc:** Mai Vang <mai.vang@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>
**Subject:** Re: 925 Magnolia papers

**Think Before You Click:** This email originated **outside** our organization.

Hello Ms. Joanna Zimny,

I assume I need to pull a general permit first? In person? Prior to the subs pulling in person?

Thankyou
Brian Balsaitis
(612) 360-9220

On Mon, Feb 10, 2025 at 11:19 AM Joanna Zimny <joanna.zimny@ci.stpaul.mn.us> wrote:

> Good morning Mr. Balsaitis,
>
> Ms. Moermond has reviewed your items and approved them. She will recommend the Council grant 180 days to rehab the property; I will send a follow up letter as usual on Friday with more information, however you may begin pulling permits starting this Wednesday (2/12) prior to the Council Public Hearing. I've copied Mr. Humphrey here so Department of Safety & Inspections is aware.
>
> A reminder permits must be pulled **in person** for Category 3 Vacant Buildings, they cannot be done online. Make sure your contractors are aware.
>
> Thank you,
> Joanna

SAINT PAUL
MINNESOTA

**Joanna Zimny**
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov
Please consider the environment before printing this email

**From:** Joanna Zimny
**Sent:** Thursday, February 6, 2025 3:15 PM
**To:** Brian Balsaitis <thebrianbmail@gmail.com>
**Subject:** RE: 925 Magnolia papers

Received thank you! Ms. Moermond will review files on Monday, and I will keep you posted on whether we will even need to call you on Tuesday. If we do I expect it will be brief.

Have a great weekend,
Joanna


SAINT PAUL
MINNESOTA

**Joanna Zimny**
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov
Please consider the environment before printing this email


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**From:** Brian Balsaitis <thebrianbmail@gmail.com>
**Sent:** Thursday, February 6, 2025 11:35 AM
**To:** Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
**Subject:** 925 Magnolia papers


**Think Before You Click:** This email originated **outside** our organization.


Hello Joanna,

Please find attached a signed affidavit, and updated work list for 925 Magnolia.

Thanks
Brian B
alsaitis

CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574

August 28, 2025

Brian Balsaitis
o/b/o 925 Magnolia Avenue E LLC
5544 Harriet Ave
Minneapolis MN 55419-1830

VIA EMAIL: thebrianbmail@gmail.com

Re: Remove or Repair of the Structure at 925 MAGNOLIA AVENUE EAST

Dear Brian Balsaitis:

This is to confirm that at the Legislative Hearing on Tuesday, August 26, Legislative Hearing Officer, Marcia Moermond, will recommend that the City Council **grant an additional 180 days to complete the rehab and continue your $5,000 Performance Deposit pending submission an approval of an updated work plan/schedule and updated proof of financing.**

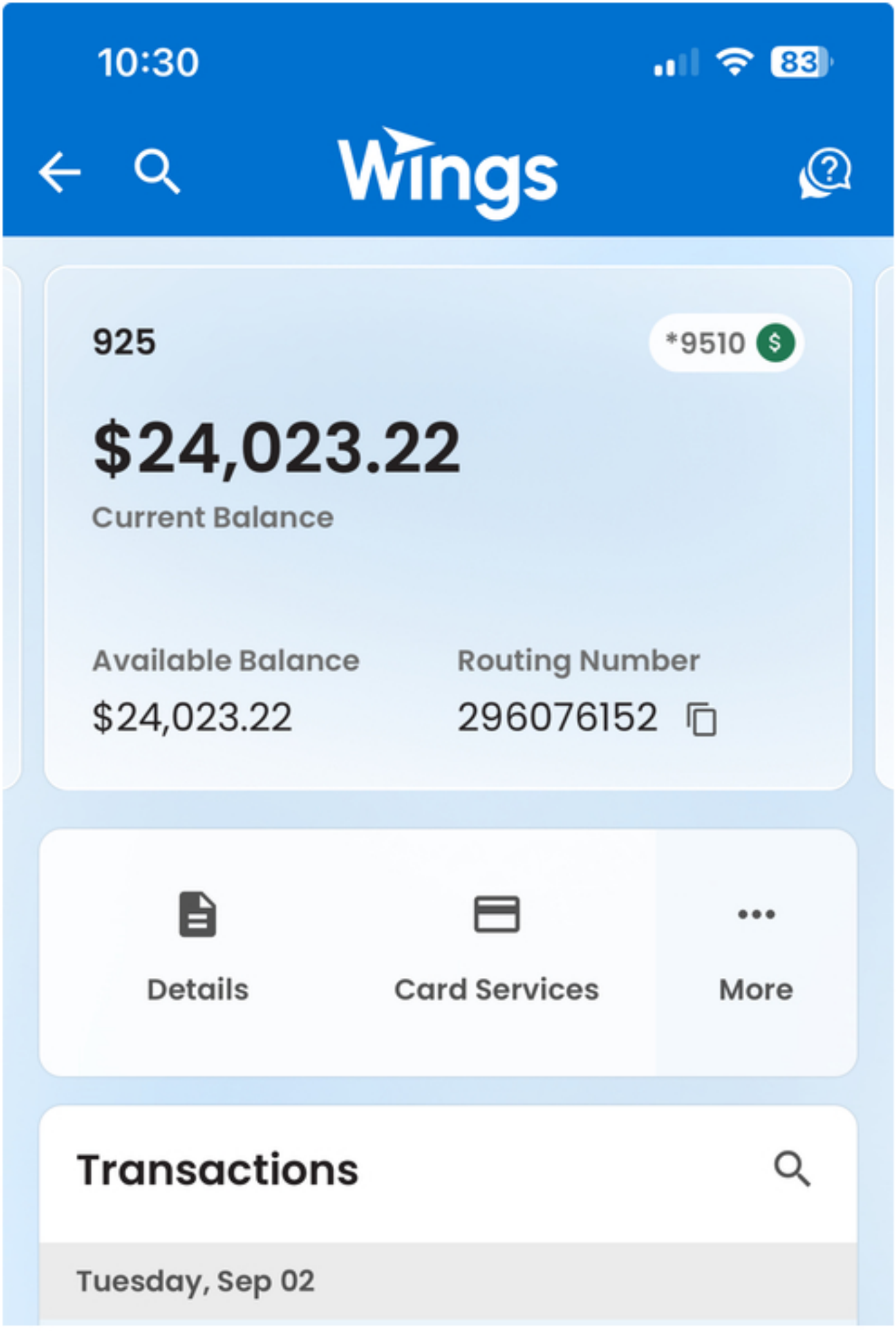
Your proof of financing may need to include the balance of the account statement you submitted at the original hearing, proof of paid contractors and receipts. You may email those documents to me by no later than Friday September 5 at joanna.zimny@ci.stpaul.mn.us and I will send to staff for review.

This matter will go before the City Council at Public Hearing on **Wednesday, September 10, 2025 at 3:30 pm. in room 300 City Hall.** If you are contesting Ms. Moermond's recommendation you must: **appear in person (*please arrive before 3:30 p.m. and check in with staff outside Council chambers when you arrive*);**

If you don't wish to contest then **no further action is needed** and the Council will proceed with Ms. Moermond's recommendation above without discussion. If you have any questions, please contact our office at 651-266-8585.

Sincerely,
/s/
Joanna Zimny

c: Rehab and Removal staff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83
Wings
925
*9510
$24,023.22
Current Balance
Available Balance
$24,023.22
Routing Number
296076152
Details
Card Services
More
Transactions
Tuesday, Sep 02

**(Updated WORK PLAN to satisfy 180 day extension of time)**



**Re: 925 Magnolia Ave E.** (Cat 2/3) **Sept. 2, 2025 (V4)**

Renovation status, and outstanding costs estimate to achieve C.o.O.

Compiled by Brian Balsaitis/Owner/GC of 925 Magnolia

Ref: Code Compliance report (#10 514366 VB3)

New Completion Goal: January 2026

**First floor Remaining to finish:**

Complete the trimming of windows, railings, cut, stain, seal
Complete the repair/refinish of solid oak flooring, stain / seal
Complete bathroom finishing (paint / tile)
Complete the fire sealing of primary door (when trim is done)
Final Electrician work (install 20 outlets) "rough-in" is complete and inspected
Final Plumbing work (attach fixtures to supply valves) "rough-in" is complete and inspected

**First Floor Outstanding financial costs:**

| | |
|---|---|
| Materials: Stain, sealers, tile, bathroom coatings | $ 550 |
| Contracted labor (final electrical, plumbing) | $2,000 |

---

**Second Floor Remaining to finish:**

Fire rated Door / locks installed (roughed in - need only jambs fire sealed/trim)
Install laminate floor throughout
Install window trim, stain, seal
Install countertop and kitchen sink
Bathroom tile, bathroom fixture hook up to supply valves

**Second Floor Outstanding financial costs**

| | |
|---|---|
| Tile bathroom (internal labor) materials (150 SF tile) | $ 350 |
| Install laminate flooring (internal labor) materials (800 SF floor) | $ 2,400 |
| Trim Windows /doors/floor (labor internal) material cost only: | $ 500 |
| Kitchen countertop: install new (labor internal) | $ 300 |
| Final Plumbing Sub labor (hook-up tub, sinks, toilet) | $ 1,000 |
| Final HVAC- furnace start-up (paid full) | $ 200 |
| HVAC/ Electrical/ plumb/ general Permits to pull… | $ 1,500 |

**Basement and Exterior - Outstanding materials and labor**

| | |
|---|---|
| Basement Floor treatment as necessary (negligible cost, internal labor) | $ 0 |
| Exterior siding/trim/paint repair (internal labor) | $ 200 |
| Final Gas/H2O Heater/Furnace work according to Code (paid) | $ 0 |

**Total outstanding Sub labor and materials/permits $ 9,000**

09/02/25 Cash on hand "925 account" (Wings Financial #…9510) **$24,023**

**Responsible Sub-Contractors:**

| | | |
|---|---|---|
| HVAC Saylor Heating / AC | (612) 702-6622 | (Pd Full ) |
| Plumbing: NORDBLOM | (612) 827-4033 | (Inv. 14845-2J $10,636/$3,545) |
| Electrical: Randy's Electric | (763) 560-5600 | (Inv. 84122490 $1,200/$4,800) |

General Contracting by Brian Balsaitis, Owner of "925 Magnolia Ave E LLC"
5544 Harriet Ave S
Minneapolis MN, 5419
(612) 360-9220
thebrianbmail@gmail.com

,

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH TA 25-96

**File ID:** RLH TA 25-96 **Type:** Resolution LH Tax Assessment Appeal **Status:** Agenda Ready

**Version:** 2 **Contact Number:** **In Control:** City Council

**File Created:** 02/07/2025

**File Name:** 1155 Reaney Ave **Final Action:**

**Title:** Ratifying the Appealed Special Tax Assessment for property at 1155 REANEY AVENUE. (File No. J2511R, Assessment No. 258519) (Public hearing continued to September 10, 2025)

**Notes:** Pauline Plaster
PlasterPauline4@gmail.com
612-819-0256

2/7/25: packet sent. mv

**Agenda Date:** 09/10/2025

**Sponsors:** Yang **Enactment Date:**

**Attachments:** 1155 Reaney Ave.SA Ltr+photo 10-8-24.pdf, 1155 Reaney Ave.photos 10-7-24.pdf, Kamish Invoice 10-23-2024 Cleanups.pdf, 1155 Reaney Ave.Zimny email.2-21-25 **Financials Included?:**

**Contact Name:** **Hearing Date:**

**Entered by:** mai.vang@ci.stpaul.mn.us **Ord Effective Date:**

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 02/18/2025 | Referred | City Council | 04/02/2025 | | |

**Action Text:** Referred to the City Council due back on 4/2/2025

**Notes:** *Continue CPH to September 10, 2025. If no same or similar violations, reduce assessment from $389 to $195 and make payable over 5 years, otherwise approve in full and make payable over 5 years.*

*Pauline Plaster, owner, appeared via phone*

*[Moermond gives background of appeals process]*

*Staff report by Supervisor Lisa Martin: October 8, 2024 a Summary Abatement Order was issued to remove and dispose of garbage, household items, wood, metal, construction tools and debris from property including driveway and boulevard. by October 15. Rechecked on the 15th. Total assessment of $389. Extensive history going back many years.*

*Moermond: so, this is a trip charge.*

*Plaster: we ordered a dumpster for $600 for the week and we cleaned out every day and filled that*

*dumpster. I don't understand what the fee is for. My son and his girlfriend are out there; it is mostly his fault. He accumulates a lot of stuff and I try to stay on top of it but I have a problem with my foot. He tries to be kind to everyone and lets them bring stuff over. I keep telling him he can't have people dumping stuff. He's had some struggles the last few years, it has been an ongoing problem.*

*Martin: I believe your son is scrapping vehicles; it isn't just dumping. We're at the point now where every time we get a complaint you're accumulating Excessive Consumption fees.*

*Plaster: he let his friend park his white van park there in the extra spot. They did have it in pieces. He just doesn't understand you can't do that. So far I've been lucky to keep it empty back there.*

*Moermond: sounds like you have an ongoing problem. We're going to send you a Ramsey County house calls brochure.*

*Plaster: I am a senior and live on $900 a month, I took my social security early. That's why bills like this are a problem.*

*Moermond: we'll send that brochure, and we'll also send the number for Public Works garbage hauling program who can inform you about the bulky item pickup.*

*Plaster: I know I can do 3 bulky items now during the year. We didn't know that until last year.*

*Moermond: and there will be more with the new changes. Talk to them about that.*

*Moermond: sounds like your son and his friend have some scrapping issues going on. That's going to cost you a lot of money. Whatever money they're getting from scrapping is costing you much more in assessments.*

*Plaster: that's because you have to have a license now to turn copper in, and he doesn't have one. So the bit he did make from scrapping he won't be able to anymore. He's done with that, at least I hope so.*

*Moermond: me too. I don't have a lot of latitude with your assessment here. I'll recommend this is reduced in half and made payable over 5 years if you have no violations through September 1st. You have to keep that yard clean for six months.*

*Plaster: it appeared to me they were charging me for cleaning the yard up when we'd done it already.*

*Moermond: it was a trip charge. It was supposed to be done October 15, and when he came it wasn't done yet. So he sent a crew out, but the stuff was gone before they got there. So they're charging you for the cost of the crew making the trip, since it wasn't done on time.*

*Plaster: we called for an extension before the 15th and whoever we talked to gave us a week extension.*

*Moermond: that isn't showing up in my records. Was it you who called Ms. Plaster?*

*Plaster: yes, I called every hour because I know they're out in the field.*

*Martin: it was me, and I never talked to her or got a message.*

*Plaster: then we were talking to the wrong person I guess. I actually came down the year before and talked to him and he worked with me because he knows my son has problems and I was sure that's who we talked to. His girlfriend called and said she got an extension; I don't know who she talked to.*

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | City Council | 04/02/2025 | Continue Public Hearing | City Council | 09/10/2025 | |

**Action Text:** Public hearing continued to September 10, 2025

**Text of Legislative File RLH TA 25-96**

Ratifying the Appealed Special Tax Assessment for property at 1155 REANEY AVENUE. (File No. J2511R, Assessment No. 258519) (Public hearing continued to September 10, 2025)

WHEREAS, the Office of Financial Services Assessment Section has attached to this Council File both a report of completion outlining the costs and fees associated with Rubbish and Garbage Clean Up services during October 7 to 23, 2024. (File No. J2511R Assessment No. 258519) and the assessment roll including all properties for which these assessments are proposed for Council ratification; and

WHEREAS, the City Council's Legislative Hearing Officer has reviewed an appeal of this assessment and developed a recommendation for the City Council with respect to this assessment; and

WHEREAS, a public hearing having been conducted for the above improvement, and said assessment having been further considered by the Council and having been considered financially satisfactory; Now, Therefore, Be It

RESOLVED, that pursuant to Chapter 14 of the Saint Paul City Charter, said assessment is hereby ratified and reduced from $389 to $195 and payable over 5 years if no same or similar violations by September 20, 2025.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

October 08, 2024

24 - 083387

# SUMMARY ABATEMENT ORDER

PAULINE F PLASTER
1155 REANEY AVE
ST PAUL MN 55106-3920

Yog hais tias koj tsis to taub tsab ntawv no, hu rau ntawm (651) 266-8989. Lawv mam nrhiav ib tug neeg txhais lus los pab koj.

As owner or person(s) responsible for 1155 REANEY AVE : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1Remove improperly stored or accumulated refuse which may include: garbage, rubbish, loose and scattered litter, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from entire property including yard, boulevard, alley, and driveway.

PLEASE REMOVE AND PROPERLY DISPOSE OF ALL GARBAGE, HOUSEHOLD ITEMS, WOOD, METAL, CONSTRUCTION TOOLS AND DEBRIS FROM THE PROPERTY INCLUDING THE DRIVEWAY AND BOULEVARD. THANKS. Comply before October 15, 2024

Comply before: October 15, 2024

Questions: Call your Inspector Lisa Martin

Phone Number: 651-266-1940

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before October 15, 2024, the City will correct the nuisance and charge all cost, including boarding costs, against the property as a special assessement to be collected in the same way as property taxes. Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately $260 per hour plus expenses for abatement.

APPEALS:You may appeal this order and obtain a hearing before the Legislative Hearing Officer by completing an appeal application before the deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. (651) 266-8585. You must submit a copy of this Order with your appeal application.

WARNING: If violations are not corrected by the compliance date, the city's costs will be assessed to the property taxes of the related property. If additional new violations are discovered within the next 12 months, additional charge may apply.

Photo may not show all areas which need to be abated



Also send to:

Occupant

sa.rpt 9/1

**2556**

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

October 08, 2024

24 - 083387

# SUMMARY ABATEMENT ORDER

OCCUPANT
1155 REANEY AVE
ST PAUL MN 55106-3920

Yog hais tias koj tsis to taub tsab ntawv no, hu rau ntawm (651) 266-8989. Lawv mam nrhiav ib tug neeg txhais lus los pab koj.

As owner or person(s) responsible for 1155 REANEY AVE : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1 Remove improperly stored or accumulated refuse which may include: garbage, rubbish, loose and scattered litter, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from entire property including yard, boulevard, alley, and driveway.

PLEASE REMOVE AND PROPERLY DISPOSE OF ALL GARBAGE, HOUSEHOLD ITEMS, WOOD, METAL, CONSTRUCTION TOOLS AND DEBRIS FROM THE PROPERTY INCLUDING THE DRIVEWAY AND BOULEVARD. THANKS. Comply before October 15, 2024

Comply before: October 15, 2024

Questions: Call your Inspector Lisa Martin

Phone Number: 651-266-1940

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before October 15, 2024, the City will correct the nuisance and charge all cost, including boarding costs, against the property as a special assessement to be collected in the same way as property taxes. Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately $260 per hour plus expenses for abatement.

APPEALS:You may appeal this order and obtain a hearing before the Legislative Hearing Officer by completing an appeal application before the deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 City Hall, 15 W. Kellogg Blvd., St. Paul, MN 55102. (651) 266-8585. You must submit a copy of this Order with your appeal application.

WARNING: If violations are not corrected by the compliance date, the city's costs will be assessed to the property taxes of the related property. If additional new violations are discovered within the next 12 months, additional charge may apply.

Photo may not show all areas which need to be abated



Also send to:

Pauline F Plaster 1155 Reaney Ave St Paul MN 55106-3920

1155 Reaney Ave.Photos 10-7-24



1155 Reaney Ave.Photos 10-7-24



1155 Reaney Ave.Photos 10-7-24



# INVOICE

**Kamish Excavating, Inc.**

1301 So. Concord Street
South St. Paul, MN 55075
Phone: 651-457-3600

DATE: October 28, 2024
INVOICE # 24-604
FOR: *Nuisance & Garbage Abatements*

City of St. Paul
Department of Safety and Inspections
375 Jackson St, Suite 220
St. Paul, MN 55101

| DATE & ADDRESS | DESCRIPTION | NUMBER | AMOUNT |
|---|---|---|---|
| 10/23/2024 | Garbage Abatement Fee | Hours | |
| | | | |
| 973 Front Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 743 Charles Ave | General Refuse / Trip Charge | 1.5 | $ 675.00 |
| | MSW Disposal | 4 CY | $ 204.00 |
| | Tires | 4 | $ 40.00 |
| 779 Thomas Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| 335 Wheelock Parkway W | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 1112 Kingsford Street | General Refuse / Trip Charge | 1 | $ 450.00 |
| | MSW Disposal | 2 CY | $ 102.00 |
| 1834 Hoyt Ave E | General Refuse / Trip Charge | 1 | $ 450.00 |
| | MSW Disposal | 3 CY | $ 153.00 |
| 1669 Manton Street | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| 1476 Burns Ave | General Refuse / Trip Charge | 1 | $ 450.00 |
| | MSW Disposal | 2 CY | $ 102.00 |
| 974 Beech Street | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 2 CY | $ 102.00 |
| | Tires | 1 | $ 10.00 |
| 955 Margaret Street | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | MSW Disposal | 1 CY | $ 51.00 |
| | Mattresses | 1 | $ 35.00 |
| 1155 Reaney Ave | General Refuse / Trip Charge | 0.5 | $ 225.00 |
| | | TOTAL | $ 4,450.00 |

THANK YOU FOR YOUR BUSINESS!

| | |
|---|---|
| **From:** | Joanna Zimny |
| **To:** | "PlasterPauline4@gmail.com" |
| **Cc:** | *CI-StPaul_LegislativeHearings |
| **Subject:** | appealed tax assessment for 1155 Reaney Ave |
| **Date:** | Friday, February 21, 2025 12:02:00 PM |
| **Attachments:** | Ramsey County House Calls Brochure.pdf<br>image001.png |

Ms. Plaster,

This email is to confirm that at your Legislative Hearing on Tuesday, February 18, 2025 the Legislative Hearing Officer, Marcia Moermond, will ecommend at the April 2 Council Public Hearing that they continue the Public Hearing to Wednesday, September 10, 2025. If there are no same or similar violations (which means founded complaints against your property: keep the walk shoveled, grass mowed, yard cleaned up, etc), she will recommend they reduce the assessment from $389 to $195 and make payable over 5 years, otherwise if there are violations the recommendation will be they approve in full and make payable over 5 years.

**Mr. Moermond recommended you contact Public Works For General Information on garbage program changes upcoming:**
651-266-6101
**garbage@ci.stpaul.mn.us**

This matter will go before the City Council at Public Hearing on **Wednesday, April 2, 2025 at 3:30 pm. in room 300 City Hall.** If you are contesting Ms. Moermond's recommendation you may:
1. appear in person (*please arrive before 3:30 p.m. and check in with staff outside Council chambers when you arrive*); or
2. **Should you wish to testify to Council by phone, you must register by no later than noon on Tuesday, April 1, 2025 here:** https://www.stpaul.gov/department/city-council/city-council-public-hearing-live-testimony**.**

If you don't wish to contest then **no further action is needed** and the Council will proceed with Ms. Moermond's recommendation **above without discussion.**

SAINT PAUL
MINNESOTA

**Joanna Zimny**
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov
Please consider the environment before printing this email

# City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

## Master

### File Number: RLH RR 25-24

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | RLH RR 25-24 | **Type:** | Resolution LH Substantial Abatement Order | **Status:** | Agenda Ready |
| **Version:** | 2 | **Contact Number:** | | **In Control:** | City Council |
| | | | | **File Created:** | 08/08/2025 |
| **File Name:** | 378 Sims Avenue | | | **Final Action:** | |

**Title:** Second Making finding on the appealed substantial abatement ordered for 378 SIMS AVENUE in Council File RLH RR 25-5.

**Notes:** Wesley Hart
13130 Quail Creek Dr NE
Minneapolis, MN 55449
wwhart@gmail.com
541-212-3484

PD posted on 9/12/23
CCI paid for 12/8/23

True Yang
yangtrue07@gmail.com
651-285-3491

| | | | |
|---|---|---|---|
| | | **Agenda Date:** | 09/10/2025 |
| **Sponsors:** | Kim | **Enactment Date:** | |
| **Attachments:** | 378 Sims Ave.MF Letter 8-8-25.doc, 378 Sims Ave.Hart Yang R-R Ltr.8-28-25 | **Financials Included?:** | |
| **Contact Name:** | | **Hearing Date:** | |
| **Entered by:** | Mai Vang | **Ord Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Legislative Hearings | 08/26/2025 | Referred | City Council | 09/10/2025 | | |

**Action Text:** Referred to the City Council due back on 9/10/2025

**Notes:** *Recommendation forthcoming pending status of project on CPH date.*

*True Yang, owner, appeared via phone*

*Voicemail left for Wesley Hart at 10:04 am: this is Marcia Moermond from St. Paul City Council calling you about the follow up for 378 Sims. We have Ms. True Yang on the line. We'll conduct the hearing and send a follow up letter.*

*Staff update by Supervisors James Hoffman: per Inspector Zane they are at 80% completion based without full access to system to check permit status.*

*Yang: I just spoke with the contractor and he met with Clint and they were at 80%, but right now he completed the basement and gutters after inspection. He just needs to put in windows and do some wall repairs, and then he will schedule a final inspection.*

*Moermond: Council Public Hearing of September 10th. You do seem to be close to the finish line. On September 10th, do you think you'll go beyond that? I can work with a couple weeks grace period, but if it goes longer I would want an updated work plan.*

*Yang: I will let the contractor know. I will keep you updated.*

**Text of Legislative File RLH RR 25-24**

Second Making finding on the appealed substantial abatement ordered for 378 SIMS AVENUE in Council File RLH RR 25-5.

WHEREAS, the City Council adopted RLH RR 25-5 on February 12, 2025 which granted 180 days to repair the structure, correct all of the deficiencies listed in the Order to Abate Nuisance Building and the Code Compliance Report at 378 Sims Avenue; and

WHEREAS, the Legislative Hearing Officer reviewed this case on August 26, 2025 to determine if the owner and/or responsible party abated the nuisance conditions and found these conditions forthcoming; now, therefore, be it

RESOLVED, that the Saint Paul City Council adopts the finding of the legislative hearing officer that the nuisance condition is forthcoming.

# CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574


August 8, 2025

Wesley Hart
13130 Quail Creek Dr NE
Minneapolis, MN 55449

VIA EMAIL: wwhart@gmail.com

True Yang

VIA EMAIL: Yangtrue07@gmail.com

Re: Second Making Finding for Remove or Repair of the Structure at 378 SIMS AVENUE

Dear Mr. Hart & Ms. Yang:

Legislative Hearings were conducted in the above-referenced matter before Marcia Moermond, Legislative Hearing Officer, and she recommended that the City Council grant an additional 180 days for the nuisance building to be abated by razing and removal or rehabilitation, as evidenced by issuance of a Certificate of Code Compliance.

You are scheduled for a Legislative Hearing on **Tuesday, August 26, 2025 at 10:00 a.m. in Room 330 City Hall** at which DSI staff will present information on the current building conditions and progress toward abatement of the nuisance conditions.

**Please contact Building Inspector Clint Zane at 651-248-3860 as soon as possible to schedule for a progress inspection** prior to this hearing. For other vacant building related questions, contact James Hoffman at 651-266-1947.

The findings of the Legislative Hearing will be considered at a City Council Public Hearing on **Wednesday, September 10, 2025 at 3:30 p.m. in Room 300 Council Chambers.**

Any questions, please contact me at 651-266-8563.

Sincerely,
/s/
Mai Vang
Legislative Hearing Coordinator

cc: Steve Magner, Code Enforcement Manager (DSI)
Nathan Bruhn, Building Inspector (DSI)


COUNCIL 14 AFSCME UNION LABEL

An Affirmative Action Equal Opportunity Employer

Clint Zane, Building Inspector (DSI)
James Hoffman, Vacant Building Supervisor (DSI)
Christine Boulware, Heritage Preservation Planner
Vicki Sheffer, TISH Program Manager (DSI)
Robert Humphrey, Vacant Building Inspector (DSI)

CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
Marcia Moermond, Legislative Hearing Officer
EMAIL: legislativehearings@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574

August 28, 2025

Wesley Hart
13130 Quail Creek Dr NE
Minneapolis, MN 55449

VIA EMAIL: wwhart@gmail.com

True Yang

VIA EMAIL: Yangtrue07@gmail.com

Re: Remove or Repair of the Structure at 378 SIMS AVENUE

Dear Wesley Hart & True Yang:

This is to confirm that at the Legislative Hearing on Tuesday, August 26, Legislative Hearing Officer Marcia Moermond's recommendation and finding is forthcoming pending completion of the project.

As mentioned in the hearing, please keep us updated as to the status of the project, if it will not be completed within a couple of weeks after the September 10th Council Public Hearing, you will need to submit an updated work plan and proof of financing.

This matter will go before the City Council at Public Hearing on **Wednesday, September 10, 2025 at 3:30 pm. in room 300 City Hall.** If you are contesting Ms. Moermond's recommendation you must: **appear in person (*please arrive before 3:30 p.m. and check in with staff outside Council chambers when you arrive*);**

If you don't wish to contest then **no further action is needed** and the Council will proceed with Ms. Moermond's recommendation above without discussion. If you have any questions, please contact our office at 651-266-8585.

Sincerely,
/s/
Joanna Zimny

c:
Rehabilitation & Removal staff
William Purtell obo Freedom Mortgage Corp.
VIA EMAIL: William.purtell@dinsmore.com