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 17, 2025 **3:30 PM** **Council Chambers - 3rd Floor**

ROLL CALL

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.

1 RES 25-1276 Approving the Memorandum of Agreement for the establishment of the 2026 - 2027 health insurance contribution rates and VEBA contribution rates. (To be laid over one week for adoption)

Sponsors: Noecker

Attachments: 2026 - 2027 Health Insurance MOA

2 RES 25-1346 Acknowledging receipt of District Energy St. Paul, Inc. notice of rate increase as of October 1, 2025, and directing the Office of Financial Services, the City Attorney's Office, and Council Operations to review and analyze the rate changes.

Sponsors: Noecker

Attachments: Cooling Services Rate Filing Notice FY26-08.19.25

Heating Services Rate Filing Notice FY26-08.19.25

3 RES 25-1372 Approving the City's cost of providing Collection of Fire Certificate of Occupancy fees billed during May 2 to June 5, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. CRT2601, Assessment No. 268200)

Sponsors: Noecker

Attachments: Report of Completion CRT2601.268200

Assessment Roll CRT2601.268200

4 RES 25-1373 Approving the City's cost of providing Excessive Use of Inspection or Abatement services billed during March 25 to April 21, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual

properties. (File No. J2601E, Assessment No. 268300)

Sponsors: Noecker

Attachments: Report of Completion J2601E.268300

Assessment Roll J2601E.268300

5 RES 25-1375

Approving the City's cost of providing Collection of Vacant Building Registration fees billed during July 31, 2024 to April 22, 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. VB2601, Assessment No. 268900)

Sponsors: Noecker

Attachments: Report of Completion VB2601.268900

Assessment Roll VB2601.268900

6 RES 25-1376

Approving the City's cost of providing Securing and/or Emergency Boarding services during May 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. J2601B, Assessment No. 268100)

Sponsors: Noecker

Attachments: Report of Completion J2601B.268100

Assessment Roll J2601B.268100

7 RES 25-1395

Authorizing the City to apply for $72,000 from the Minnesota Department of Commerce's Solar on Public Buildings Grant Program for solar installation at Frogtown Community Center.

Sponsors: Bowie

8 RES 25-1406

Approving the application for a license approval for Amsterdam LLC d/b/a Amsterdam Bar & Hall for the Liquor On Sale - 181-290 seats, Liquor On Sale-Sunday, Liquor On Sale - 2 AM Closing, Liquor Outdoor Service Area (Patio), Liquor Outdoor Service Area (Sidewalk) & Entertainment (B) license, (License ID #20110002591) for the premises located at 6 6th St W.

Sponsors: Noecker

Attachments: Class N License Application

License Application Notification

9 RES 25-1409

Approving a Rental Hall New Location license to Cakes By Jerilyn Mariee LLC d/b/a Venue 1944 (License ID 20250000938) for the premises located at 839 University Ave W Suite #105.

Sponsors: Bowie

Attachments: Class N License Application

Letter of Support

License Application Notification

10 RES 25-1410

Approving the application for change of ownership to the Auto Repair Garage license now held by Vue's Auto Repair LLC d/b/a Vue's Auto Repair (License ID #20250001121) for the premises located at 1202 Dale St N.

Sponsors: Kim

Attachments: Class N License Application
Letter of Support
License Application Notification

11 RES 25-1411 Approving a Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license to Saint Bark LLC d/b/a Saint Bark (License ID 20250001162) for the premises located at 1145 Snelling Ave N.

Sponsors: Coleman

Attachments: Class N License Application
License Application Notification
Letter of Support

12 RES 25-1418 Celebrating 40 Years of the Ordway Center for the Performing Arts.

Sponsors: Noecker, Coleman, Yang and Kim

13 RES 25-1421 Accepting the donation of conference registration from PFMAM (PFM Asset Management) for City Treasurer Sarah Brown and Debt Manager Neal Younghans to attend the 2025 Minnesota Investment Forum on October 7, 2025.

Sponsors: Noecker

14 RES 25-1422 Approving the application for change of ownership to the Tobacco Products Shop license now held by Fog Tobacco Plus INC d/b/a Imperial Smoke Shop Plus (License ID #20250010001) for the premises located at 227 Snelling Avenue North.

Sponsors: Coleman

Attachments: Class R License Application
License Conditions
Ordinance Language for Application Approval

15 RES 25-1425 Directing the Department of Safety and Inspections to revoke the Liquor On Sale - 100 Seats or Less, Entertainment (A), Liquor On Sale Sunday, and Gambling Location license against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant (License ID #20190000107) for the premises located at 976 Rondo Avenue.

Sponsors: Bowie

Attachments: Exhibit #1
Exhibit #2
Exhibit #3
Exhibit #4
Exhibit #5
Exhibit #6
Exhibit #7

16 RES 25-1427 Memorializing a City Council decision to approve an application to re-zone 5 parcels of land located at 694 Minnehaha Avenue East, *et al.* from I-2 general industrial to H2 residential, RM2 medium-density multiple-family residential, and T3 traditional neighborhood.

Sponsors: Johnson

Attachments: PH 25-2 - ZC Staff Report Packet - Hamms

17 RES 25-1431 Approving the use or non-use of a Project Labor Agreement on Department of Parks and Recreation construction projects for the second half of 2025.

Sponsors: Coleman

18 RES 25-1447 Approving the City of Saint Paul Audit Committee's next study related to the data practices process and authorizing Wilder Research to conduct the study.

Sponsors: Noecker, Coleman and Kim

FOR DISCUSSION

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 25-50 Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be presented to City Council no later than the second Wednesday in December.

Sponsors: Noecker, Yang, Kim, Coleman and Johnson

Attachments: CPO Summary - Ord 25-50 - Legislative Agenda

Legislation Text with strikeouts and underlines- Ord 25-50

Bowie amendment

Noecker amendment

CPO Amendment Summary - Ord 25-50

PUBLIC HEARINGS

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

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

22 RES PH 25-160 — Amending the Department of Public Works Capital Improvement Budget to add Minnesota Pollution Control Agency Community Resilience grant funding to the Jackson Street Project.

Sponsors: Bowie

Attachments: RES PH 25-160 FA.xlsx

23 RES PH 25-201 — Approving the application of Laura K LeFebvre, Highland Park Harmonies event, for a sound level variance in order to present live amplified sound on Saturday, October 4, 2025 at Highland Park Picnic Shelter, 1227 Montreal Ave.

Sponsors: Jost

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

24 RES PH 25-203 — Authorizing the Police Department to accept the High Intensity Drug Trafficking Areas (HIDTA) Program grant from the Office of National Drug Control Policy, authorizing the execution of the grant agreement, and amending the 2025 grant fund budget and add activity budget.

Sponsors: Noecker

Attachments: Financial Analysis
HIDTA 2025 Notice of Award 5.23.25

25 RES PH 25-205 — Amending the City's Operating Budget to reflect the final sale details resulting from the issuance of the Sewer Revenue Bonds, Series 2025C.

Sponsors: Noecker

Attachments: RES PH 25-205 Financial Analysis Sewer Final

LEGISLATIVE HEARING DISCUSSION ITEMS

26 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
934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilizati

27 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
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
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934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilizati

28 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
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
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29 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
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
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30 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
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31 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

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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
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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
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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.

32 RLH TA 25-349 Deleting the Appealed Special Tax Assessment for property at 1499 ALBERT STREET NORTH. (File No. J2525R, Assessment No. 258565)

Sponsors: Privratsky

Attachments: 1499 Albert St N.SA Ltr&photo 5-8-25.pdf
1499 Albert St N.recheck photo 5-16-25.pdf

33 RLH TA 25-294 Ratifying the Appealed Special Tax Assessment for property at 427 AURORA AVENUE. (File No. J2522R4, Assessment No. 258582) (Public hearing continued to August 6, 2025)

Sponsors: Bowie

Attachments: 427 Aurora Ave.SAO.3-19-25
427 Aurora Ave.recheck photo.3-26-25
427 Aurora Ave.contractor photos.4-7-25

427 Aurora Ave.Zimny email chain.6-18-25

427 Aurora Ave.STAMP inquiry 7-21-25.pdf

427 Aurora Ave.Vendor Invoice Abatements.pdf

427 Aurora Ave.Zimny email.7-30-25

34 RLH TA 25-357 Ratifying the Appealed Special Tax Assessment for property at 724 CASE AVENUE. (File No. J2512E, Assessment No. 258322) (To refer to November 4, 2025 Legislative Hearing; Public hearing continued to January 14, 2026)

Sponsors: Yang

35 RLH TA 25-348 Ratifying the Appealed Special Tax Assessment for property at 732 CASE AVENUE. (File No. J2525R, Assessment No. 258565)

Sponsors: Yang

Attachments: 732 Case Ave.SA Ltr & Photo 5-9-25.pdf

732 Case Ave.Photos 5-9-25.pdf

732 Case Ave.recheck photos 5-14-25.pdf

732 Case Ave. Statement by Owner - Written Objections.8-5-25

36 RLH TA 25-331 Ratifying the Appealed Special Tax Assessment for property at 869 CLARK STREET. (File No. J2524R, Assessment No. 258563)

Sponsors: Kim

Attachments: 869 Clark St.SAO Ltr+Photo 4-10-25.pdf

869 Clark St.Photos 4-10-25.pdf

869 Clark St.Recheck photos 4-17-25.pdf

869 Clark St.Contractor photos 5-9-25 (loaded 5-12-25).pdf

869 and 875 Clark St.email chain 7-24-25.pdf

869-875 Clark St.Panzer email 8-25-25.pdf

869 Clark St.Sale Recorded 4-12-24.pdf

869 Clark St.Ramsey County Info - searched result 8-28-25.pdf

869 Clark St.Warranty Deed 4-12-24.pdf

Related: 923 Burr St.Relase of MN Notice of Potential Claim 3-9-18.pdf

Related - 923 Burr St.Transfer of Death Deed 11-6-17.pdf

Related 903 Burr St.General Warranty Deed 7-13-23.pdf

869-875 Clark St.County Recorder response 8-28-25.pdf

37 RLH TA 25-332 Ratifying the Appealed Special Tax Assessment for property at 875 CLARK STREET. (File No. J2524R, Assessment No. 258563)

Sponsors: Kim

Attachments: 875 Clark St.SAO Ltr+photo 4-10-25.pdf

875 Clark St.photos 4-10-25.pdf

875 Clark St.recheck photos 4-17-25.pdf

875 Clark St.contractor photos 5-9-25 (loaded 5-12-25).pdf

869-875 Clark St.Panzer email 8-25-25.pdf

869-875 Clark St.email chain 7-24-25.pdf
875 Clark St.Summary of Sale 4-12-24.pdf
875 Clark St.Warranty Deed 4-12-24.pdf
875 Clark St.Warranty Deed 5-9-25.pdf
875 Clark St.Summary of Sale 5-9-25.pdf
875 Clark St.RC Info searched 8-28-25.pdf
Related 903 Burr St.General Warranty Deed 7-13-23.pdf
Related 923 Burr St.Transfer of Death Deed 11-6-17.pdf
Related 923 Burr St.Relase of MN Notice of Potential Claim 3-9-18.pdf
869-875 Clark St.County Recorder response 8-28-25.pdf

38 RLH TA 25-119

Ratifying the Appealed Special Tax Assessment for property at 263 CURTICE STREET WEST. (File No. J2507T1, Assessment No. 258537) (Continued public hearing to August 27, 2025)

Sponsors: Noecker

Attachments: 263 Curtice St W.TGW 7-11-24.pdf
263 Curtice St W.SA Ltr +photo 7-11-24.pdf
263 Curtice St W.Photos 7-11-24.pdf
263 Curtice St W.Photo 7-26-24.pdf
263 Curtice St W.Contractor photos 8-14-24.pdf
8-14-2024 Warners Invoice (1).pdf

39 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

40 RLH TA 25-371

Ratifying the Appealed Special Tax Assessment for property at 360 KENNARD STREET. (File No. J2512B, Assessment No. 258112) (September 16, 2025 Legislative Hearing)

Sponsors: Johnson

41 RLH TA 25-352

Deleting the Appealed Special Tax Assessment for property at 650 LAFOND AVENUE. (File No. J2512E, Assessment No. 258322)

Sponsors: Bowie

Attachments: 650 Lafond Ave.SA Ltr & Photo 1-6-25.pdf
650 Lafond Ave.Photo from SA 1-6-25.pdf
650 Lafond Ave.recheck photo 1-13-25.pdf
650 Lafond Ave.PA EC Ltr 1-27-25.pdf

42 RLH RR 25-19

Third Making finding on the appealed substantial abatement ordered for 401 ROSE AVENUE EAST in Council File RLH RR 25-14.

Sponsors: Kim

Attachments: 401 Rose Ave E.RR Notice of PH Ltr.6-5-25.doc
401 Rose Ave E.Mitchell Ltr 6-27-25

43 RLH RR 25-23

Ordering the razing and removal of the structures at 670 SIMS AVENUE within fifteen (15) days after the September 17, 2025, City Council Public Hearing.

Sponsors: Yang

Attachments: 670 Sims Ave.OTA 5-28-25
670 Sims Ave.PH 8-12-25
670 Sims Ave.Condemnation 5-29-14
670 Sims Ave.SHPO Form 7-17-23
670 Sims Ave.Photos 5-29-14
670 Sims Ave.Photos 6-24-14
670 Sims Ave.Photos 4-18-23
670 Sims Ave.Photos 5-1-25
670 Sims Ave.Photo 5-30-25
670 Sims Ave.Photos 7-14-25.pdf
670 Sims Ave Summary.pdf
670 Sims Ave.Carreno R-R Ltr.8-15-25
670 Sims Ave.Carreno R-R Ltr.8-28-25

44 RLH TA 24-489

Ratifying the Appealed Special Tax Assessment for property at 676 THIRD STREET EAST. (File No. J2504E, Assessment No. 258303) (Continue public hearing to August 6, 2025)

Sponsors: Johnson

Attachments: 676 Third St E.SA Letter 6-6-24.pdf
676 Third St E.Photos 6-6-24.pdf
676 Third St E.SA Letter 6-14-24.pdf
676 Third St E.EC Letter & Bill 6-14-24.pdf
676 Third St E.Photos 6-14-24.pdf

45 RLH TA 25-358

Ratifying the Appealed Special Tax Assessment for property at 1760 WILSON AVENUE. (File No. J2525R, Assessment No. 258565) (To refer back to November 4, 2025 Legislative Hearing)

Sponsors: Johnson

46 RLH AR 25-74

Ratifying the assessment for Rubbish and Garbage Clean Up service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565)

Sponsors: Noecker

Attachments: Notice Assessment Roll J2525R.258565

47 RLH AR 25-75 Ratifying the assessment for Excessive Use of Inspection or Abatement service billed during January 22 to February 18, 2025. (File No. J2512E, Assessment No. 258322)

Sponsors: Noecker

Attachments: Notice Assessment Roll J2512E.258322

48 RLH AR 25-76 Ratifying the assessment for Graffiti Removal service during February 28 to March 28, 2025. (File No. J2510P, Assessment No. 258409)

Sponsors: Noecker

Attachments: Notice Assessment Roll J2510P.258409

49 RLH AR 25-77 Ratifying the assessment for Removal of Diseased and/or Dangerous Tree(s) service during May 2025. (File No. 2506T, Assessment No. 259008)

Sponsors: Noecker

Attachments: Notice Assessment Roll 2506T.259008

50 RLH AR 25-78 Ratifying the assessment for Collection of Vacant Building Registration fees billed during March 1, 2024 to February 17, 2025. (File No. VB2512, Assessment No. 258825)

Sponsors: Noecker

Attachments: Notice Assessment Roll VB2512.258825

51 RLH AR 25-79 Ratifying the assessment for Securing and/or Emergency Boarding services during March 2025. (File No. J2512B, Assessment No. 258112)

Sponsors: Noecker

Attachments: Notice Assessment Roll J2512B.258112

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 telephone testimony is not available 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: RES 25-1276

File ID:	RES 25-1276	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6503	**In Control:**	City Council
Department:	Human Resources	**Cost:**		**File Created:**	08/06/2025
File Name:	Memorandum of Agreement 2026-2027 Health Insurance Contribution Rates			**Final Action:**	

Title: Approving the Memorandum of Agreement for the establishment of the 2026 - 2027 health insurance contribution rates and VEBA contribution rates. (To be laid over one week for adoption)

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	1
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	2026 - 2027 Health Insurance MOA	**Financials Included?:**	
Contact Name:	Jason Schmidt	**Hearing Date:**	
Entered by:	Sue.Wegwerth@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2025	Schmidt, Jason	Approve	9/8/2025
1	2	9/8/2025	Bredeson, Heather	Approve	9/8/2025
1	3	9/8/2025	ChartMaster, Infor - FYI	Notified - FYI	
1	4	9/8/2025	Verma, Kumud - FYI	Notified - FYI	
1	5	9/8/2025	Freiberger, Trisha - FYI	Notified - FYI	
1	6	9/9/2025	Sjostrom, Emma	Approve	9/10/2025
1	7	9/9/2025	Logsdon, Laura	Approve	9/11/2025
1	8	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	9	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1276

Approving the Memorandum of Agreement for the establishment of the 2026 - 2027 health insurance contribution rates and VEBA contribution rates. (To be laid over one week for adoption)

Whereas, the Memorandum of Agreement for the 2021 - 2022 health insurance contribution rates and VEBA contribution rates for 2021 - 2022 was adopted by Saint Paul City Council in Resolution 20-1105 on September 9, 2020; the Memorandum of Agreement for the 2023 - 2025 health insurance contribution rates and VEBA contributions rates for 2023 - 2025 was adopted by Saint Paul City Council in Resolution 22-1439 on October 19, 2022; and

Whereas, the parties listed below entered into a Memorandum of Agreement establishing health insurance contribution rates and VEBA contribution rates for 2026 - 2027; now therefore be it

Resolved, pursuant to City of Saint Paul Charter Section 6.03.3 (5), that the Saint Paul City Council hereby approves and ratifies the attached Memorandum of Agreement for the establishment of the 2026 - 2027 health insurance contribution rates and the VEBA contribution rates between the City of Saint Paul and AFSCME-Clerical, Local 2508; AFSCME-Legal, Local 3757; AFSCME-Technical, Local 1842; Classified Confidential Employees Association; Fire Fighters/Fire Supervisory Association, Local 21; Machinists District Lodge 77; Manual and Maintenance Supervisors Association, Operating Engineers, Local 70; Professional Employees Association; Saint Paul Police Federation; Saint Paul Supervisors Organization; and Tri-Council: General Drivers, Local 120, LIUNA Laborers, Local 363 and Operating Engineers, Local 49.

MEMORANDUM OF AGREEMENT
Between
The City of Saint Paul
And
AFSCME Council 5 (Locals 1842, 2508, 3757), CCEA, FIRE FIGHTERS Local 21, FIRE SUPERVISOR ASSOCIATION, MACHINISTS, MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION, OPERATING ENGINEERS Local 70, POLICE FEDERATION, PEA, SPSO, & TRI-COUNCIL (Locals 49, 120, 363) FOR 2026-2027

This MOA is entered into by the City of Saint Paul and the above listed Unions for the purpose of establishing Health Insurance contribution rates and VEBA contribution rates for 2026 and 2027. The parties agree to accept the Medica Health Insurance bid which includes a rate 8.0% increase for 2026, and a 9.5% rate cap for 2027. Based on this agreement, the parties agree to the following:

1) The City agrees to continue to pay the administrative costs for FSA and the HRA and the premium for the preventive dental portion of the dental options. The employee will continue to pay the buy-up premiums for any elective dental insurance coverage. Note: the cost of the preventive dental was removed from the calculation in 2019 since the City is now responsible for the full cost of preventive dental.
2) The rates listed in Appendix A shall be incorporated into each individual union's 2026 collective bargaining agreement.
3) This language does not alter or change the City's commitment to make pro-rata contributions for part-time employees as stated in applicable contracts.
4) The parties agree to accept the wellness program components approved by the LMCHI.
5) The parties agree to accept a partnership with Kavira Health, which will provide a 1.5% reduction in 2026 Medica Health Insurance bid. This partnership reduced the 9.5% increase to 8%.

FOR THE CITY: Jason Schmidt (Sep 4, 2025 13:09:40 CDT) Sep 4, 2025

Jason Schmidt, Date
Labor Relations Manager

UNION: **NAME:**

AFSCME Clerical, Local 2508 Jen Quertin (Aug 6, 2025 07:57:11 CDT)

AFSCME Technical, Local 1842 Isaac Mielke (Sep 4, 2025 12:32:13 CDT)

AFSCME Legal, Local 3757 Anthony Edwards (Aug 6, 2025 08:50:51 CDT)

AFSCME Field Representative Dane Ryan (Sep 4, 2025 12:41:11 CDT)

Classified Confidential Employees Assn (CCEA) Michelle LeBow

Fire Fighters, Local 21	
Fire Supervisory Association	
Machinists, District Lodge No. 77	Ingrid V[illegible]ela (Aug 6, 2025 13:08:29 CDT)
Manual & Maintenance Supervisors Assn	Joe Grau
Operating Engineers, Local 70	Travis Aslakson (Aug 7, 2025 10:05:34 CDT)
Saint Paul Police Federation	Mark Ross (Aug 18, 2025 12:55:36 CDT)
Professional Employees Association (PEA)	Sara Nurmela
Saint Paul Supervisor's Organization (SPSO)	Glen Kadrlik Glen Kadrlik (Aug 19, 2025 08:07:30 CDT)
Tri-Council LIUNA Laborers Local 363	
Tri-Council General Drivers Local 120	Chris Riley Chris Riley (Sep 4, 2025 11:50:22 CDT)
Tri-Council Operating Engineers Local 49	Jonathan Turner (Sep 4, 2025 11:58:40 CDT)

APPENDIX A

(2026-2027 Premiums)

Effective **January 2026**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:
2025 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2026, after any plan design changes; employees shall be responsible for the 2025 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2026, after any plan design changes.

Based on the proposed Medica RFP quotes, this results in the following Employer contributions:

Single: $833.04, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $51.10/month.

Family: $2,002.34 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $306.12/month.

Elect Plan/Vantage Plus ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

Single: $796.30, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $0.00/month.

Family: $2,002.34 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $77.42/month.

Park Nicollet ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

Single: $791.46, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $0.00/month.

Family: $2,002.34, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program).
Employee share: $64.82/month.

Passport Copay Plan:
Single: $398.88 (Employee share: $731.28/month)
Family: $748.22 (Employee share: $2,216.32/month)

If the actual premiums for 2026 differ from the estimate upon which these contributions are based, the employer and employee contributions will be adjusted to reflect the negotiated cost sharing percentages as applied to the actual premiums for all plan options other than the Passport Copay Plan.

Effective **January 2027**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:
2026 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2027, after any plan design changes; employees shall be responsible for the 2026 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2027, after any plan design changes.

Based on a 9.5% premium increase, this results in the following Employer contributions:

Single: $902.30, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $65.78/month.

Family: $2,183.22, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $344.48/month.

Elect Plan/Vantage Plus ACO:
The lesser of the Employer's contribution for the Choice Passport Plan for 2027; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 9.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $871.94, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $0.00/month.

Family: $2,183.22, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $94.10/month.

Park Nicollet ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2027; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 9.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $866.64, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $0.00/month.

Family: $2,183.22 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program).
Employee share: $80.32/month.

Passport Copay Plan:
Single: $398.88 (Employee share: $838.64/month)
Family: $748.22 (Employee share: $2,497.94/month)

If the actual premiums for 2027 differ from the estimate upon which these contributions are based, the employer and employee contributions will be adjusted to reflect the negotiated cost sharing percentages as applied to the actual premiums for all plan options other than the Passport Copay Plan.

City of Saint Paul

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

Master

File Number: RES 25-1346

File ID:	RES 25-1346	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	08/22/2025
File Name:				**Final Action:**	

Title: Acknowledging receipt of District Energy St. Paul, Inc. notice of rate increase as of October 1, 2025, and directing the Office of Financial Services, the City Attorney's Office, and Council Operations to review and analyze the rate changes.

Notes:			
Code Sections:		**Agenda Date:**	09/10/2025
Indexes:		**Agenda Number:**	2
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Cooling Services Rate Filing Notice FY26-08.19.25, Heating Services Rate Filing Notice FY26-08.19.25	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	neal.younghans@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/2/2025	Brown, Sarah	Approve	9/2/2025
1	2	9/2/2025	Citta, Kyle	Approve	9/4/2025
1	3	9/4/2025	Mitchell, Madeline	Approve	9/4/2025
1	4	9/4/2025	Logsdon, Laura	Approve	9/8/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/8/2025
1	6	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1346

Acknowledging receipt of District Energy St. Paul, Inc. notice of rate increase as of October 1, 2025, and directing the Office of Financial Services, the City Attorney's Office, and Council Operations to review and analyze the rate changes.

WHEREAS, on August 19, 2025, pursuant to Section 11(e) of the district cooling franchise (City Ordinance CF 07-1109 adopted December 12, 2007, and modified by City Ordinance CF 13-45, adopted September 25, 2013), District Energy St. Paul, Inc. filed a rate change notice as of October 1, 2025, with the City:

Two-Part Rate:

Demand: $34.53 per ton per month
Energy: $0.110 per ton per hour

Transition Rate: $0.455 per ton per hour; and

WHEREAS, on August 19, 2025, pursuant to Section 6(e) of the district heating franchise (City Ordinance CF 07-1108 adopted December 12, 2007, and modified by City Ordinance CF 13-45, adopted September 25, 2013), District Energy St. Paul, Inc. filed a rate change notice as of October 1, 2025, with the City:

Single & Transition Rate: $0.0758 per kilowatt per hour

Two-Part Rate:

Demand: $6.63 per kilowatt per month
Energy: $29.00 per megawatt-hour

NOW, THEREFORE BE IT RESOLVED, the Mayor and the City Council acknowledge the receipt of this notice and direct the Office of Financial Services, the City Attorney's Office, and Council Operations to review and analyze the rate changes, and report back to the City Council on its findings within 180 days.

DISTRICT ENERGY
ST. PAUL™
AA/EEO Employer/M/F/Veterans/Disability

Hans O. Nyman Energy Center
76 Kellogg Boulevard West
Saint Paul, MN 55102 - 1611

Tel: 651.297.8955
Fax: 651.221.0353
www.districtenergy.com

August 19, 2025

Shari Moore
City Clerk
310 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102

Re: District Cooling Service Rates

Dear Ms. Moore:

Pursuant to Section 11 E. of the district cooling franchise (City Ordinance No. 07-1109, §§ 1 and 2, adopted December 12, 2007), District Energy St. Paul, Inc. hereby files notice of the rates to be charged to district cooling customers effective October 1, 2025.

These rates were determined in accordance with the District Cooling Service Agreement and approved unanimously by District Energy St. Paul's Board of Directors on June 12, 2025. As detailed on the enclosed exhibit, the new rates are:

Two-Part Rate:		
	Demand:	$34.53 per ton per month
	Energy:	$0.110 per ton-hour
Transition Rate:		$0.455 per ton-hour

District Energy St. Paul will, of course, abide by the provisions of the City of Saint Paul's Ex Parte Ordinance set forth in Chapter 11 of the Administrative Code.

Please contact me at 651.297.8955 if there are any questions.

Sincerely,



Luke Gaalswyk
President

Enclosures: Rate Calculations Summary, Schedule A (Amended) and Attachment 1

cc: City Council Members
Laura Logsdon, Interim Director, Financial Services
Sarah Brown, Treasurer, Financial Services
Lyndsey Olson, City Attorney
District Energy St. Paul Board
Andrew Kasid, Executive VP, CFO District Energy St. Paul, Inc.
Saint Paul BOMA

SCHEDULE A (AMENDED)
to
DISTRICT COOLING FRANCHISE
granted to
DISTRICT ENERGY ST. PAUL, INC.
by the
CITY OF ST. PAUL
(Ordinance No. 07-1109, §§ 1 and 2, adopted December 12, 2007 and Ordinance 13-45, § 1, adopted September 25, 2013)

RATES: The following rates for the Chilled Water service shall be effective beginning with the billing month of **October 2025** and shall remain in effect until superseded:

Two-Part Rate:	
Demand	$34.53 per ton per month
Energy	$0.110 per ton-hour
Transition Rate:	$0.455 per ton-hour

TRANSITION RATE: The Transition Rate is the single rate charge per ton-hour of energy usage, subject to utilization hour adjustments, due to exceptional circumstances where a Customer building is undergoing major modifications that substantially and temporarily reduce chilled water service requirements, Customer and District Energy may agree to a single rate for the transition period.

PROMPT PAYMENT PROVISION: A charge of 5 percent will be added to the net bill computed at the rates shown above, which charge shall constitute a discount from the gross bill for payment within the discount period, all as more specifically provided in the District Cooling Service Agreement.

FUEL ADJUSTMENT: As provided in the District Cooling Service Agreement, the energy charge may be appropriately adjusted (i.e., spread over the remaining months in the fiscal year) from time to time during the fiscal year to cover cost increases (or decreases) occurring subsequent to the establishment of projected energy-related costs for such period regarding energy purchased by District Energy St. Paul, Inc. for the Chilled Water service, to the extent such costs are in excess of (or below) those costs projected by District Energy St. Paul, Inc. in establishing the energy charge for such period.

SURCHARGE: A City franchise fee surcharge of 3.51965 percent will be added to the gross and net monthly bills computed under this rate schedule except as otherwise provided by law.

SERVICE CHARGES: The attached service charges shall be effective beginning with the billing month of October 2025 and shall remain in effect until superseded.

DISTRICT ENERGY ST. PAUL, INC.
District Cooling Service Charges
Effective October 2025

Pursuant to Sections 8.3 and 8.4 of the District Cooling Service Agreement as amended, the following district cooling rates are established for performance of specific services more properly charged to an individual Customer than to all Customers as a whole. Service charges are payable within 30 days of billing and are in addition to Demand Charges and Energy Charges.

1. **Restoration of district cooling service after shutoff by District Energy:**

   Flat charge: $500.00

2. **Damage to District Energy's district cooling system equipment:**

   Actual cost of repair or replacement as determined by District Energy plus service charge of $100.00/hour.

3. **Unauthorized drainage of district cooling system water:**

   The sum of the following:

   (a) Estimated quantity of water lost times combined water and sewage rate and prorated water treatment cost paid by District Energy during period of drainage;

   (b) Estimated thermal energy value of water lost times applicable Energy Rate; and

   (c) Service charge of $100.00/hour.

   Note: Drainage of system water may cause harm to other Customers and is cause for suspension of service until corrected.

4. **Service calls made at Customer's request by District Energy personnel for problems found to be in Customer's and not District Energy's district cooling equipment:**

   Between 8:00 a.m. and 3:30 p.m. on Monday through Friday (excluding holidays observed by District Energy): $100.00/hour

   All other times: $200.00/hour

5. **Charge for chilled water flow exceeding 110 gallons per ton-hour during June, July, August or September billing period:** $0.60 per thousand gallons above 103 gallons per ton-hour.

6. **Credit for chilled water flow below 75 gallons per ton-hour during June, July, August or September billing period:** ($0.60) per thousand gallons below 75 gallons per ton-hour to a floor of 32 gallons per ton-hour for the credit.

DISTRICT ENERGY ST. PAUL, INC. - COOLING SERVICES
RATE CALCULATIONS SUMMARY

		FY-2025			NET CHANGES			
	ACTUAL FY-2024	BUDGET FY-2025	FORECAST FY-2025	BUDGET FY-2026	FY-26B (-) FY-25B	FY-26B (-) FY-25B %	FY-26B (-) FY-25F	FY-26B (-) FY-25F %
DEMAND CHARGE CALCULATION								
OPERATION & MAINTENANCE EXPENSES	$4,148,003	$4,194,104	$4,465,966	$4,676,211	$482,107	11.5%	$210,245	4.7%
GENERAL & ADMINISTRATIVE EXPENSES	1,837,579	1,659,864	2,193,640	2,241,173	581,308	35.0%	47,533	2.2%
NET CASH DEBT SERVICE	3,796,168	4,009,977	4,143,386	4,355,095	345,118	8.6%	211,708	5.1%
CHANGE IN OTHER ASSETS & LIABILITIES	(369,904)	(17,123)	11,155,598	(5,768,639)	(5,751,516)	33590.1%	(16,924,237)	-151.7%
NET PLANT, PROPERTY & EQUIPMENT	942,022	755,000	5,185,848	6,860,000	6,105,000	808.6%	1,674,152	32.3%
BAD DEBT EXPENSE-DEMAND	5,864	0	67,031	0	0		(67,031)	-100.0%
FORFEITED DISCOUNTS-DEMAND	(26,337)	(24,000)	(30,016)	(24,000)	0	0.0%	6,016	-20.0%
TOTAL DEMAND RELATED COSTS	10,333,396	10,577,822	27,181,453	12,339,840	1,762,018	16.7%	(14,841,613)	-54.6%
OTHER (REVENUE) OR COSTS	92,941	89,458	91,727	90,960	1,502	1.7%	(767)	-0.8%
NEW DEBT	0	0	(16,745,245)	0	0	-	16,745,245	-100.0%
NET DEMAND REVENUE REQUIREMENT	$10,426,337	$10,667,280	$10,527,935	$12,430,800	$1,763,520	16.5%	$1,902,865	18.1%
DIVIDED BY AGGREGATE DEMAND (TONS)	26,045	26,000	25,660	30,000	4,000	15.4%	4,340	16.9%
DIVIDED BY 12 EQUALS DEMAND RATE ($/TON/MO)	$33.36	$34.19	$34.19	$34.53	$0.34	1.0%	$0.34	1.0%
% CHANGE FROM FY-25 FORECAST				1.0%				
ENERGY CHARGE CALCULATION								
FUELS, THERMAL ENERGY & OTHER	$25,150	$22,800	$15,179	$22,800	$0	0.0%	$7,621	50.2%
ENERGY (ASSESSMENT) / REFUND	260,069	0	(238,278)	(0)	(0)	-	238,278	-100.0%
ELECTRICITY	3,546,934	4,177,393	3,973,095	4,506,957	329,564	7.9%	533,862	13.4%
BAD DEBT EXPENSE-ENERGY	5,925	10,000	23,644	10,000	0	0.0%	(13,644)	-57.7%
FLOW PENALTY/CREDIT	(87,472)	(25,000)	(25,000)	(25,000)	0	0.0%	0	0.0%
FORFEITED DISCOUNTS-ENERGY	(8,098)	(4,193)	(5,281)	(4,757)	(564)	13.5%	524	-9.9%
TOTAL ENERGY RELATED COSTS	$3,742,508	$4,181,000	$3,743,359	$4,510,000	$329,000	7.9%	$766,641	20.5%
DIVIDED BY TOTAL ENERGY SALES	36,110,382	37,000,000	37,810,537	41,000,000	4,000,000	10.8%	3,189,463	8.4%
EQUALS ENERGY RATE ($/TON-HR)	$0.104	$0.113	$0.099	$0.110	($0.003)	-2.7%	$0.011	11.1%
% CHANGE FROM FY-25 FORECAST				11.1%				
AVERAGE OVERALL COST AT 1200 UTILIZATION HOURS								
DEMAND RATE ($/TON/MO) x 12 / 1200	$0.3336	$0.3419	$0.3419	$0.3453	$0.003	1.0%	$0.003	1.0%
PLUS ENERGY RATE ($/TON-HR)	$0.1036	$0.1130	$0.0990	$0.1100	(0.003)	-2.7%	0.011	11.1%
EQUALS SINGLE RATE ($/TON-HR)	$0.4370	$0.4550	$0.4410	$0.4550	$0.000	0.0%	$0.014	3.2%
% CHANGE FROM FY-25 FORECAST				3.2%				

DISTRICT ENERGY
ST. PAUL™
AA/EEO Employer/M/F/Veterans/Disability

Hans O. Nyman Energy Center
76 Kellogg Boulevard West
Saint Paul, MN 55102 - 1611

Tel: 651.297.8955
Fax: 651.221.0353
www.districtenergy.com

August 19, 2025

Shari Moore
City Clerk
310 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102

Re: District Heating Service Rates

Dear Ms. Moore:

Pursuant to Section 6(e) of the hot water district heating franchise (City Ordinance No. 07-1108, §§ 1 and 2, adopted December 12, 2007), District Energy St. Paul, Inc., hereby files notice of the rates to be charged to district heating customers effective October 1, 2025.

These rates were determined in accordance with the Hot Water Delivery Agreement and approved unanimously by District Energy St. Paul's Board of Directors on June 12, 2025. As detailed on the enclosed exhibit, the new rates are:

Two-Part Rate:	**Demand:**	$6.63 per kilowatt per month
	Energy:	$29.00 per megawatt-hour
Single & Transition Rate:		$0.0758 per kilowatt-hour

District Energy St. Paul will, of course, abide by the provisions of the City of Saint Paul's Ex Parte Ordinance set forth in Chapter 11 of the Administrative Code.

Please contact me at 651.297.8955 if there are any questions.

Sincerely,



Luke Gaalswyk
President

Enclosures: Rate Calculations Summary, Schedule A (Amended) and Attachment 1

cc: City Council Members
Laura Logsdon, Interim Director, Financial Services
Sarah Brown, Treasurer, Financial Services
Lyndsey Olson, City Attorney
District Energy St. Paul Board
Andrew Kasid, Executive VP, CFO District Energy St. Paul, Inc.
Saint Paul BOMA

SCHEDULE A (AMENDED)
to
HOT WATER FRANCHISE
granted to
DISTRICT ENERGY ST. PAUL, INC.
(f/k/a/ District Heating Development Co.)
by the
CITY OF ST. PAUL
(Ordinance No. 07-1108, §§ 1 and 2, adopted December 12, 2007 and Ordinance 13-45, § 1, adopted September 25, 2013)

RATES: The following district heating rates shall be effective beginning with the billing month of **October 2025** and shall remain in effect until superseded:

Two-Part Rate:	
Demand	$6.63 per kilowatt per month
Energy	$29.00 per megawatt-hour
Single Rate:	$0.0758 per kilowatt-hour

SNOWMELT DEMAND RATE: The Snowmelt Demand Rate is 50 percent of the Hot Water Demand Rate per kilowatt per month.

SECONDARY HEAT DEMAND RATE: The Secondary Heat Demand Rate is 50 percent of the Hot Water Demand Rate per kilowatt per month for Thermal Energy provided from the Hot Water return line or other heated water source.

TRANSITION RATE: The Transition Rate is the Single Rate charge per kilowatt-hour of energy usage, subject to utilization hour adjustments, due to exceptional circumstances where a Customer building is undergoing major modifications that substantially and temporarily reduce hot water service requirements, Customer and District Energy may agree to a single rate for the transition period.

PROMPT PAYMENT PROVISION: A charge of 5 percent will be added to the net bill computed at the rate shown above, which charge shall constitute a discount from the gross bill for payment within the discount period, all as more specifically provided in the Hot Water Delivery Agreement.

FUEL ADJUSTMENT: As provided in the Hot Water Delivery Agreement, the energy charge may be appropriately adjusted (i.e., spread over the remaining months in the fiscal year) from time to time during the fiscal year to cover cost increases (or decreases) occurring subsequent to the establishment of projected energy-related costs for such period regarding energy purchased by District Energy St. Paul, Inc. for the district heating service, to the extent such costs are in excess of (or below) those costs projected by District Energy St. Paul, Inc. in establishing the energy charge for such period.

SURCHARGE: A City fee surcharge of 8.7 percent will be included in the gross and net monthly bills computed under this rate schedule except as otherwise provided by law.

SERVICE CHARGES: The attached service charges shall be effective beginning with the billing month of October 2025 and shall remain in effect until superseded.

DISTRICT ENERGY ST. PAUL, INC.
District Cooling Service Charges
Effective October 2025

Pursuant to Sections 8.3 and 8.4 of the District Cooling Service Agreement as amended, the following district cooling rates are established for performance of specific services more properly charged to an individual Customer than to all Customers as a whole. Service charges are payable within 30 days of billing and are in addition to Demand Charges and Energy Charges.

1. **Restoration of district cooling service after shutoff by District Energy:**

   Flat charge: $500.00

2. **Damage to District Energy's district cooling system equipment:**

   Actual cost of repair or replacement as determined by District Energy plus service charge of $100.00/hour.

3. **Unauthorized drainage of district cooling system water:**

   The sum of the following:

   (a) Estimated quantity of water lost times combined water and sewage rate and prorated water treatment cost paid by District Energy during period of drainage;

   (b) Estimated thermal energy value of water lost times applicable Energy Rate; and

   (c) Service charge of $100.00/hour.

   Note: Drainage of system water may cause harm to other Customers and is cause for suspension of service until corrected.

4. **Service calls made at Customer's request by District Energy personnel for problems found to be in Customer's and not District Energy's district cooling equipment:**

   Between 8:00 a.m. and 3:30 p.m. on Monday through Friday (excluding holidays observed by District Energy): $100.00/hour

   All other times: $200.00/hour

5. **Charge for chilled water flow exceeding 110 gallons per ton-hour during June, July, August or September billing period:** $0.60 per thousand gallons above 103 gallons per ton-hour.

6. **Credit for chilled water flow below 75 gallons per ton-hour during June, July, August or September billing period:** ($0.60) per thousand gallons below 75 gallons per ton-hour to a floor of 32 gallons per ton-hour for the credit.

DISTRICT ENERGY ST. PAUL, INC. - HEATING SERVICES
RATE CALCULATIONS SUMMARY

		FY-2025			NET CHANGES			
	ACTUAL FY-2024	BUDGET FY-2025	FORECAST FY-2025	BUDGET FY-2026	FY-26B (-) FY-25B	FY-26B (-) FY-25B %	FY-26B (-) FY-25F	FY-26B (-) FY-25F %
DEMAND CHARGE CALCULATION								
OPERATION & MAINTENANCE EXPENSES	$5,633,142	$6,003,158	$5,580,123	$5,633,174	($369,984)	-6.2%	$53,051	1.0%
GENERAL & ADMINISTRATIVE EXPENSES	3,071,149	2,804,040	2,946,097	2,716,027	(88,013)	-3.1%	(230,070)	-7.8%
NET CASH DEBT SERVICE	4,511,330	4,292,930	4,195,532	4,245,377	(47,552)	-1.1%	49,846	1.2%
CHANGE IN ASSETS & LIABILITIES	(1,300,986)	(826,293)	(510,330)	(191,816)	634,477	-76.8%	318,514	-62.4%
NET PLANT, PROPERTY & EQUIPMENT	2,261,588	2,253,000	2,540,079	2,410,000	157,000	7.0%	(130,079)	-5.1%
BAD DEBT EXPENSE-DEMAND	50,161	0	121,872	0	0		(121,872)	-100.0%
FORFEITED DISCOUNTS-DEMAND	(48,904)	(60,000)	(47,003)	(65,000)	(5,000)	8.3%	(17,997)	38.3%
TOTAL DEMAND RELATED COSTS	14,177,480	14,466,834	14,826,370	14,747,762	280,928	1.9%	(78,608)	-0.5%
OTHER (REVENUE) OR COSTS	(208,877)	(176,692)	(189,973)	(188,300)	(11,608)	6.6%	1,673	-0.9%
NEW DEBT	0	0	0	0	0	-	0	-
NET DEMAND REVENUE REQUIREMENT	$13,968,603	$14,290,142	$14,636,397	$14,559,462	$269,320	1.9%	($76,935)	-0.5%
DIVIDED BY AGGREGATE DEMAND (KW)	185,358	185,000	189,394	183,000	(2,000)	-1.1%	(6,395)	-3.4%
DIVIDED BY 12 EQUALS DEMAND RATE ($/KW/MO)	$6.28	$6.44	$6.44	$6.63	$0.19	3.0%	$0.19	3.0%
% CHANGE FROM FY-25 FORECAST				3.0%				
ENERGY CHARGE CALCULATION								
FUELS, THERMAL ENERGY & OTHER	$7,816,201	$9,006,129	$8,658,487	$9,050,018	$43,889	0.5%	$391,531	4.5%
ENERGY (ASSESSMENT) / REFUND	(310,571)	98,475	446,544	238,220	139,745	141.9%	(208,324)	-46.7%
ELECTRICITY	327,329	460,396	395,152	459,386	(1,010)	-0.2%	64,234	16.3%
BAD DEBT EXPENSE-ENERGY	32,803	15,000	79,846	32,376	17,376	115.8%	(47,470)	-59.5%
FORFEITED DISCOUNTS-ENERGY	(48,904)	(60,000)	(47,003)	(65,000)	(5,000)	8.3%	(17,997)	38.3%
TOTAL ENERGY REVENUES	$7,816,857	$9,520,000	$9,533,027	$9,715,000	$195,000	2.0%	$181,973	1.9%
DIVIDED BY TOTAL ENERGY SALES	292,731	340,000	331,549	335,000	(5,000)	-1.5%	3,451	1.0%
TOTAL ENERGY CHARGES ($/MWH)	$26.70	$28.00	$28.75	$29.00	$1.00	3.6%	$0.25	0.9%
% CHANGE FROM FY-25 FORECAST				0.9%				
SINGLE RATE CALCULATION								
DEMAND RATE ($/KW/MO) X 12 / 1700	$0.0443	$0.0455	$0.0455	$0.0468	$0.0013	2.9%	$0.0013	2.9%
PLUS ENERGY CHARGES ($/MWH) / 1000	0.0267	0.0280	0.0288	0.0290	0.0010	3.6%	0.0003	0.9%
EQUALS SINGLE RATE ($/KWH)	$0.0710	$0.0735	$0.0742	$0.0758	$0.0023	3.2%	$0.0016	2.1%
% CHANGE FROM FY-25 FORECAST				2.1%				

City of Saint Paul

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

Master

File Number: RES 25-1372

File ID:	RES 25-1372	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	08/28/2025
File Name:	Collection of Fire Certificate of Occupancy May 2 to June 5, 2025			**Final Action:**	

Title: Approving the City's cost of providing Collection of Fire Certificate of Occupancy fees billed during May 2 to June 5, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. CRT2601, Assessment No. 268200)

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	3
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Report of Completion CRT2601.268200, Assessment Roll CRT2601.268200	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/28/2025	Vang, Mai - FYI	Notified - FYI	
1	2	8/28/2025	Zimny, Joanna - FYI	Notified - FYI	
1	3	8/28/2025	Rolf, Lynn	Approve	9/1/2025
1	4	8/31/2025	Ladd, Josh	Approve	9/1/2025
1	5	9/2/2025	Logsdon, Laura	Approve	9/3/2025
1	6	9/2/2025	Tincher, Jaime	Approve	9/4/2025
1	7	9/3/2025	Moermond, Marcia	Approve	9/4/2025
1	8	9/4/2025	Rebecca Noecker	Approve	9/5/2025

History of Legislative File

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

Text of Legislative File RES 25-1372

Approving the City's cost of providing Collection of Fire Certificate of Occupancy fees billed during May 2 to June 5, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. CRT2601, Assessment No. 268200)

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 Collection of Fire Certificate of Occupancy Fees billed during the time period of May 2 to June 5, 2025 under Assessment No. 268200 (File No. CRT2601); 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; and

WHEREAS, a legislative hearing on said assessment is scheduled on the 7th day of October 2025 at the hour of 10:00 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 14th day of January 2026 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. **CRT2601**

Assessment No. **268200**

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

Collection of Fire Certificate of Occupancy Fees billed during the time period May 2 to June 5, 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:

Cert. of Occupancy Fee	$9,304.50
DSI Admin Fee	$3,472.00
Assessment Admin Fee	$980.00
TOTAL EXPENDITURES	$13,756.50
Charge To	
Net Assessment	$13,756.50

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 $13,756.50 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 _____ _____

Deputy Treasurer

Ratification Date: Resolution #:

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Ansel Johnson 180 Mounds Blvd St Paul MN 55106-6231 ***1730 4TH ST E** *Ward: 7 *Pending as of: 6/23/2025	HEINEMANN, SHIRK AND STIERLE'S SUBD'N OF LOTS 18 AND 19 OF LEE'S SUBURBAN HOMES LOT 13 BLK 2 ** PLEASE NOTE ** 18 018842 Inv# 1952285	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	239.00 1.00 1.00	$239.00 $124.00 $35.00 $398.00	**34-29-22-14-0031**
Christ Miracle Church Mission Worldwide 1150 7th St E St Paul MN 55106-3954 ***1150 7TH ST E** *Ward: 6 *Pending as of: 6/23/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. EX E 1 FT; LOT 6 BLK 4 ** PLEASE NOTE ** 22 125202 Inv# 1945576	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**28-29-22-43-0008**
1180 Arcade Llc 1180 Arcade St St Paul MN 55106-2629 ***1180 ARCADE ST** *Ward: 6 *Pending as of: 6/23/2025	EASTVILLE HEIGHTS VAC ALLEY ACCRUING AND FOL, SUBJ TO SIDEWALK AND PUBLIC ACCESS ESMTS AND EX PART TAKEN FOR AVE LOTS 11 THRU LOT 20 BLK 1 ** PLEASE NOTE ** 22 034816 Inv# 1946168	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	382.50 1.00 1.00	$382.50 $124.00 $35.00 $541.50	**28-29-22-22-0201**
Pte Llc 1251 Arundel St St Paul MN 55117-4846 ***1251 ARUNDEL ST** *Ward: 5 *Pending as of: 6/23/2025	COTTAGE HOMES ALL OF VAC ARUNDEL & ORANGE STS ACCRUING & SUBJ TO ST & ESMTS; PART W OF VAC ARUNDEL ST & SLY OF N P RY R/W OF LOT 29 & EX N P RY R/W THE N 200 FT OF LOT 40 ** PLEASE NOTE ** 19 007988 Inv# 1947932	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**24-29-23-34-0034**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Carol A Delisle Tr Po Box 17122 St Paul MN 55117-0122 ***1663 BARCLAY ST** *Ward: 6 *Pending as of: 6/23/2025	MANTON PARK VAC ALLEY ACCRUING & EX N 20 FT, LOT 4 & ALL OF LOT 5 ** PLEASE NOTE ** 22 042851 Inv# 1952290	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	420.00 1.00 1.00	$420.00 $124.00 $35.00 $579.00	**22-29-22-21-0052**
Glenda Yang Sue Lor 1561 Germain Lndg St Paul MN 55106-3677 ***1168 BUSH AVE** *Ward: 6 *Pending as of: 6/23/2025	DAWSON'S SUBDIVISION OF BLOCK NO. 2 OF TERRY'S ADDITION TO ST. PAUL, MINN. EX THAT PART OF LOT 3 BLK 2 DAWSONS SUBDIV OF BLK 2 TERRY'S ADDN DESC AS BEG AT THE NE COR OF SD LOT 3 THENCE W ** PLEASE NOTE ** 17 214169 Inv# 1952284	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	280.00 1.00 1.00	$280.00 $124.00 $35.00 $439.00	**28-29-22-43-0209**
Preservation Project One Llc 30 Meyers Ct Novato CA 94947-2917 ***1724 CASE AVE** *Ward: 6 *Pending as of: 6/23/2025	BIRMINGHAM'S PARK LOTS 4 THRU LOT 15 BLK 1 ** PLEASE NOTE ** 23 067787 Inv# 1945577	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	571.50 1.00 1.00	$571.50 $124.00 $35.00 $730.50	**27-29-22-41-0195**
555 Como Ave Llc 555 Como Ave St Paul MN 55103-1546 ***555 COMO AVE** *Ward: 5 *Pending as of: 6/23/2025	DENSLOW'S ADDITION TO THE CITY OF ST. PAUL EX SWLY 10 FT; LOTS 13 AND LOT 14 BLK 4 ** PLEASE NOTE ** 19 046211 Inv# 1946625	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**25-29-23-32-0145**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Bph 1 Llc 323 N Washington Ave 200 Minneapolis MN 55401-1314 ***980 CONWAY ST** *Ward: 7 *Pending as of: 6/23/2025	STINSON'S SUBDIVISION OF BLOCK 80 OF LYMAN DAYTON'S ADDITION TO ST. PAUL LOT 5 BLK 80 ** PLEASE NOTE ** 23 097703 Inv# 1946907	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	967.00 1.00 1.00	$967.00 $124.00 $35.00 $1,126.00	**33-29-22-31-0108**
Gp Bajr Inc 3050 Metro Dr Ste 200 Bloomington MN 55425-1547 ***2269 FORD PKWY** *Ward: 3 *Pending as of: 6/23/2025	SAINT CATHERINE PARK LOTS 1O 11 AND LOT 12 BLK 4 ** PLEASE NOTE ** 21 239143 Inv# 1946623	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**17-28-23-12-0059**
Hmong Asbury Methodist Church 21 Wheelock Pkwy E St Paul MN 55117-3933 ***815 FRANK ST** *Ward: 6 *Pending as of: 6/23/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. LOT 1 BLK 8 ** PLEASE NOTE ** 22 068680 Inv# 1952292	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**28-29-22-43-0131**
Adam Y Lindberg Kari Lindberg 1123 Chatsworth St N St Paul MN 55103-1002 ***1140 GIBBS AVE** *Ward: 4 *Pending as of: 6/23/2025	ST. ANTHONY PARK, MINNESOTA LOT 7 BLK 16 ** PLEASE NOTE ** 17 201807 Inv# 1946630	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	239.00 1.00 1.00	$239.00 $124.00 $35.00 $398.00	**28-29-23-22-0038**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Daniel Tsegai 2371 Linwood Ave St Paul MN 55119-5824 ***2191 GLENRIDGE AVE** *Ward: 7 *Pending as of: 6/23/2025	WIENSCH BATTLE CREEK ADDITION LOT 12 BLK 1 ** PLEASE NOTE ** 22 047288 Inv# 1952291	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	280.00 1.00 1.00	$280.00 $124.00 $35.00 $439.00	**02-28-22-44-0047**
Dustin James Madigan 953 Hatch Ave St Paul MN 55103-1353 ***953 HATCH AVE** *Ward: 5 *Pending as of: 6/23/2025	DENSLOWS SUBDIVISION OF LOTS 54 AND 47 LAKE COMO VILLAS LOT 10 BLK 47 ** PLEASE NOTE ** 19 049387 Inv# 1949555	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	239.00 1.00 1.00	$239.00 $124.00 $35.00 $398.00	**26-29-23-24-0068**
Duachi Her 705 Village Pkwy Circle Pines MN 55014-5004 ***2094 HAWTHORNE AVE E** *Ward: 6 *Pending as of: 6/23/2025	MURRAY LANE ADDITION PLAT 2 LOT 27 BLK 7 ** PLEASE NOTE ** 18 131364 Inv# 1952286	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	239.00 1.00 1.00	$239.00 $124.00 $35.00 $398.00	**23-29-22-43-0106**
Gladis O Orellana 357 Hawthorne Ave E St Paul MN 55130-3518 ***357 HAWTHORNE AVE E** *Ward: 5 *Pending as of: 6/23/2025	WEINANDS ADDITION WLY 4 FT OF ELY 1/2 VAC WEINAND ST ADJ LOT 8 AND ELY 1/2 OF SD VAC ST ADJ LOTS 9 THRU 14 AND LOTS 12 13 AND 14 ALL IN BLK 1 AND WLY 1/2 OF VAC WEINAND ST ADJ AND LOTS 1 THRU ** PLEASE NOTE ** 23 008945 Inv# 1947938	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	280.00 1.00 1.00	$280.00 $124.00 $35.00 $439.00	**20-29-22-33-0015**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Scott G Swanson Janel Swanson 470 Maple St Mahtomedi MN 55115-1957 ***999 HUDSON RD** *Ward: 7 *Pending as of: 6/23/2025	Lots 16 And Lot 17 Blk 71 ** PLEASE NOTE ** 23 086625 Inv# 1952293	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	508.00 1.00 1.00	$508.00 $124.00 $35.00 $667.00	**33-29-22-31-0236**
Michele Severson Cameron Severson 3611 N Vine Sts Denver CO 80205-3528 ***680 MACALESTER ST** *Ward: 3 *Pending as of: 6/23/2025	GERARD'S REARRANGEMENT LOT 11 BLK 2 ** PLEASE NOTE ** 24 043311 Inv# 1952295	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	358.50 1.00 1.00	$358.50 $124.00 $35.00 $517.50	**09-28-23-44-0089**
Ks Fortune Investments Llc 3053 Duluth St Maplewood MN 55109-5532 ***803 MARYLAND AVE E** *Ward: 6 *Pending as of: 6/23/2025	OAK VILLE PARK LOT 15 BLK 12 ** PLEASE NOTE ** 18 018878 Inv# 1948913	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	369.00 1.00 1.00	$369.00 $124.00 $35.00 $528.00	**20-29-22-44-0162**
Ftgf Properties Llc 736 Oakdale Ave St Paul MN 55107-3123 ***736 OAKDALE AVE** *Ward: 2 *Pending as of: 6/23/2025	THE WEST ST. PAUL REAL ESTATE AND IMPROVEMENT SYNDICATE ADDITION NO. 1 LOTS 2 AND LOT 3 BLK 7 ** PLEASE NOTE ** 13 179754 Inv# 1948278	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	180.00 1.00 1.00	$180.00 $124.00 $35.00 $339.00	**08-28-22-31-0081**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Emmanuel Karen Baptist Church 400 Oxford St N St Paul MN 55104-4735 ***400 OXFORD ST N** *Ward: 1 *Pending as of: 6/23/2025	UNIVERSITY SUBDIVISION OF LOTS 1, 2, 3 & 8 HYDE PARK, RAMSEY CO., MINN. LOTS 15 AND LOT 16 BLK 5 ** PLEASE NOTE ** 22 108168 Inv# 1949563	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	317.00 1.00 1.00	$317.00 $124.00 $35.00 $476.00	**35-29-23-32-0103**
Irish Llc 2123 Fairmount Ave St Paul MN 55105-1149 ***645 PARKWAY DR** *Ward: 5 *Pending as of: 6/23/2025	HARRISON AND HANDY'S ADDITION TO THE CITY OF ST. PAUL VAC ALLEY ACCRUING & LOT 27 & PART OF LOT 28 LYING SWLY OF A LINE RUN FROM A PT ON WL OF LOT 28 DIST 57.7 FT S OF NW COR OF SD LOT TO A ** PLEASE NOTE ** 21 252661 Inv# 1948915	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**20-29-22-13-0178**
Miles Henry King Tr Brittany King 1201 Payne Ave St Paul MN 55130-3592 ***1201 PAYNE AVE** *Ward: 5 *Pending as of: 6/23/2025	JOSEPH R. WEIDE'S 2ND ADDITION TO THE CITY OF ST. PAUL THE S 14 FT LOT 7 AND ALL OF LOTS 1 THRU LOT 6 BLK 1 ** PLEASE NOTE ** 21 243291 Inv# 1949344	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**20-29-22-43-0222**
Leen Xiong 7520 22nd St N Oakdale MN 55128-5203 ***793 RANDOLPH AVE** *Ward: 2 *Pending as of: 6/23/2025	ROTHSCHILD'S SUBDIVISION OF PART OF BLOCK 34 OF STINSON, BROWN AND RAMSEY'S ADDITION TO SAINT PAUL E 4O FT OF S 111 8/1O FT OF BLK 34 STINSON BROWN AND RAMSEYS ADD AND IN SD ** PLEASE NOTE ** 20 040244 Inv# 1945816	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**11-28-23-13-0146**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Jbhmn Llc 8500 Normandale Lake Blvd 350 Minneapolis MN 55437-3805 ***1063 RICE ST** *Ward: 5 *Pending as of: 6/23/2025	AUERBACH & HAND'S ADDITION TO THE CITY OF ST. PAUL W 39.72 FT OF LOT 10 TOGETHER WITH THAT PART OF LOT 10 DESC AS BEG AT NE COR OF LOT 10; TH W 63.6 FT; TH S 9.3 FT; TH E 9.2 FT TO A POINT 9.5 FT S OF N ** PLEASE NOTE ** 21 240610 Inv# 1944556	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**25-29-23-14-0143**
Hpa Borrower 2018-1 Ms Llc Po Box 4900 Scottsdale AZ 85261-4900 ***1547 SIMS AVE** *Ward: 6 *Pending as of: 6/23/2025	VERPLANCKS SUBDIVISION OF LOT 5, BLOCK 1, CRUICKSHANKS GARDEN LOTS, ST. PAUL, MINN. EX N 22 FT; THE FOL; EX W 5.01 FT; LOT 9 & ALL OF LOT 10 BLK 1 ** PLEASE NOTE ** 23 100368 Inv# 1952294	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	239.00 1.00 1.00	$239.00 $124.00 $35.00 $398.00	**27-29-22-42-0015**
Bb Housing Associates Llc 30 Meyers Ct Novato CA 94947-2917 ***991 WAKEFIELD AVE** *Ward: 7 *Pending as of: 6/23/2025	WAKEFIELD PLACE, ST. PAUL, MINN. LOT 29 ** PLEASE NOTE ** 23 082734 Inv# 1944558	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	916.00 1.00 1.00	$916.00 $124.00 $35.00 $1,075.00	**33-29-22-31-0189**
State Of Mn Dnr Real Estate 500 Lafayette Rd St Paul MN 55155-4001 ***1200 WARNER RD** *Ward: 7 *Pending as of: 6/23/2025	SECTION 4 TOWN 28 RANGE 22 SUBJ TO RDS BEG AT SE COR OF E 1/2 OF NE 1/4 OF NE 1/4 TH N ON E L THEREOF 1120 FT TH W PAR WITH S L THEREOF TO PT 70 FT W FROM W L THEREOF TH S 920 FT TH S 50 DEG 46 ** PLEASE NOTE ** 18 122134 Inv# 1944557	Cert. of Occupancy DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 124.00 35.00	228.00 1.00 1.00	$228.00 $124.00 $35.00 $387.00	**04-28-22-11-0003**

Total Cert. of Occupancy:	$9,304.50
Total DSI Admin Fee:	$3,472.00
Total Assessment Admin Fee:	$980.00
Project Total:	**$13,756.50**

Ratification Date: Resolution #:

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID

Less Total Discounts: **$0.00**

Project Total: **$13,756.50**

28 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 25-1373

File ID:	RES 25-1373	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	08/28/2025
File Name:	Excessive USe of Inspection or Abatement Service March 25 to April 21, 2025			**Final Action:**	

Title: Approving the City's cost of providing Excessive Use of Inspection or Abatement services billed during March 25 to April 21, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. J2601E, Assessment No. 268300)

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	4
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Report of Completion J2601E.268300, Assessment Roll J2601E.268300	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/28/2025	Vang, Mai - FYI	Notified - FYI	
1	2	8/28/2025	Zimny, Joanna - FYI	Notified - FYI	
1	3	8/29/2025	Rolf, Lynn	Approve	9/1/2025
1	4	8/31/2025	Ladd, Josh	Approve	9/2/2025
1	5	9/2/2025	Logsdon, Laura	Approve	9/3/2025
1	6	9/2/2025	Tincher, Jaime	Approve	9/4/2025
1	7	9/3/2025	Moermond, Marcia	Approve	9/4/2025
1	8	9/4/2025	Rebecca Noecker	Approve	9/5/2025

History of Legislative File

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

Text of Legislative File RES 25-1373

Approving the City's cost of providing Excessive Use of Inspection or Abatement services billed during March 25 to April 21, 2025, and setting date of Legislative Hearing for October 7, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. J2601E, Assessment No. 268300)

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 Excessive Use of Inspection or Abatement Service for the Property Code Violations billed during the time period of March 25 to April 21, 2025 under Assessment No. 268300 (File No. J2601E); 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; and

WHEREAS, a legislative hearing on said assessment is scheduled on the 7th day of October 2025 at the hour of 10:00 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 14th day of January 2026 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. **J2601E**

Assessment No. **268300**

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

Excessive Use of Inspection or Abatement Service for the Property Code Violations billed during the time period of March 25 to April 21, 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:

Excessive Inspection Fee	$13,534.00
Assessment Admin Fee	$2,560.00
TOTAL EXPENDITURES	$16,094.00
Charge To	
Net Assessment	$16,094.00

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 $16,094.00 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 _____ _____
Deputy Treasurer

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Brandon L Teran 2014 3rd St E St Paul MN 55119-4023 ***2014 3RD ST E** *Ward: 7 *Pending as of: 6/2/2025	WILD ROSE ADDITION SUBJ TO RD & EX W 11.5 FT; LOT 31 & ALL OF LOT 32 BLK 4 ** PLEASE NOTE ** 25 014709 Inv# 1935393	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**35-29-22-24-0177**
Tony Sorenson 1708 California St Ne Minneapolis MN 55413-1024 ***815 3RD ST E** *Ward: 7 *Pending as of: 6/2/2025	HIGHLAND ADDITION TO ST. PAUL ALL OF BLK 3 ** PLEASE NOTE ** 25 023889 Inv# 1939571	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**32-29-22-14-0163**
Rick Schoolmeesters 1273 Allen Ave St Paul MN 55118-2115 ***1111 4TH ST E** *Ward: 7 *Pending as of: 6/2/2025	A. GOTZIANS RE OF SIGEL'S ADDITION LOTS 7 & LOT 8 BLK 15 ** PLEASE NOTE ** 23 096843 Inv# 1935286 23 096843 Inv# 1938287	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**33-29-22-13-0044**
Ruth Meza 1690 4th St E St Paul MN 55106-5425 ***1690 4TH ST E** *Ward: 7 *Pending as of: 6/2/2025	STIEPANS ADDITION EX THE ELY 24.50 FT OF LOT 18 AND ALL OF LOT 19 AND EX W 50 FT OF LOT 20 BLK 1 ** PLEASE NOTE ** 24 052295 Inv# 1935900 24 052295 Inv# 1938798 24 052295 Inv# 1938799	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	402.00 1.00	$402.00 $40.00 $442.00	**34-29-22-14-0130**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
1204 7th St Llc 6507 102nd Ave N Minneapolis MN 55445-1205 ***1204 7TH ST E** *Ward: 6 *Pending as of: 6/2/2025	MESSERLI AND ESCHBACH'S ADDITION LOT 7 BLK 3 ** PLEASE NOTE ** 25 021517 Inv# 1938684	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-44-0104**
Christopher L Johnson 1593 7th St E St Paul MN 55106-4238 ***1593 7TH ST E** *Ward: 6 *Pending as of: 6/2/2025	DENSLOWS REARRANGEMENT ETC. LOT 29 BLK 3 ** PLEASE NOTE ** 23 092831 Inv# 1935903 23 092831 Inv# 1938800	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**27-29-22-42-0140**
Annie Flomo 1726 Ames Pl Apt 1 St Paul MN 55106-2954 ***1726 AMES PL** *Ward: 6 *Pending as of: 6/2/2025	SUBJ TO RD; LOT 1 AND LOT 2 BLK 3 ** PLEASE NOTE ** 25 007532 Inv# 1935734 25 007532 Inv# 1937208 25 007532 Inv# 1938607 25 007532 Inv# 1939620	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	536.00 1.00	$536.00 $40.00 $576.00	**27-29-22-14-0133**
Dinh Thong 5171 Hilltop Ave N Lake Elmo MN 55042-9590 ***905 ARKWRIGHT ST** *Ward: 5 *Pending as of: 6/2/2025	EDMUND RICE'S FOURTH ADDITION TO THE CITY OF ST. PAUL N 1/3 OF LOTS 18 19 2O AND LOT 21 BLK 6 ** PLEASE NOTE ** 23 110358 Inv# 1937255 23 110358 Inv# 1939702	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**29-29-22-32-0131**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Trillian Mn Llc 1430 N 92nd St Owatonna MN 55060-2306 ***703 BEDFORD ST** *Ward: 2 *Pending as of: 6/2/2025	SUBDIVISION OF AND ADDITION TO IRVINE'S ADDITION OF OUT LOTS TO SAINT PAUL LOT 4 BLK 3 ** PLEASE NOTE ** 25 020388 Inv# 1935214	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**32-29-22-21-0033**
Kasimu Ramazani Mediatrice Gakozi 1362 Birmingham St St Paul MN 55106-2118 ***1362 BIRMINGHAM ST** *Ward: 6 *Pending as of: 6/2/2025	ROGERS AND HENDRICKS ACRE LOTS NO. 2 W 149 FT OF S 1/2 OF LOT 14 BLK 6 ** PLEASE NOTE ** 25 014988 Inv# 1936051 25 014988 Inv# 1938914	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**22-29-22-31-0110**
Erica L Cichocki 1489 Birmingham St St Paul MN 55106-1407 ***1489 BIRMINGHAM ST** *Ward: 6 *Pending as of: 6/2/2025	MAYALL PARK SE 1/4 OF LOT 1 BLK 1 ** PLEASE NOTE ** 25 006723 Inv# 1937011	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**22-29-22-23-0023**
Linda M King-Johnson 1831 Bush Ave E St Paul MN 55119-3421 ***1831 BUSH AVE** *Ward: 7 *Pending as of: 6/2/2025	AURORA ADDITION TO ST. PAUL, MINN. LOTS 29 AND LOT 30 BLK 3 ** PLEASE NOTE ** 24 052756 Inv# 1935901 24 052756 Inv# 1938795	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**26-29-22-33-0144**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Cedric Thompson Augustine Sylvester 1341 Case Ave St Paul MN 55106-3401 ***1341 CASE AVE** *Ward: 6 *Pending as of: 6/2/2025	TRACYS OUTLOTS IN THE TOWNSHIP OF NEW CANADA, RAMSEY CO., AND STATE OF MINNESOTA LOTS 7 & LOT 8 BLK 2 ** PLEASE NOTE ** 24 014349 Inv# 1937108 24 014349 Inv# 1939799	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**27-29-22-32-0037**
Secretary Of Housing & Urban Dev 14002 E 21st St Ste 300 Tulsa OK 74134-1421 ***1504 CASE AVE** *Ward: 6 *Pending as of: 6/2/2025	BROKMEIERS SUBDIVISION LOT 10 BLK 1 ** PLEASE NOTE ** 25 015797 Inv# 1938686	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**27-29-22-31-0006**
Osadchuk Properties 1631c Llc 10127 Bridgwater Pkwy Woodbury MN 55129-8587 ***1631 CHARLES AVE** *Ward: 4 *Pending as of: 6/2/2025	STIERLE, MCCONVILLE & SEEGER'S MIDWAY ADDITION E 1/2 OF LOT 17 AND ALL OF LOT 16 BLK 1 ** PLEASE NOTE ** 25 022171 Inv# 1937344	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**33-29-23-14-0039**
Theresa E Abitong 882 Clark St St Paul MN 55130-4213 ***882 CLARK ST** *Ward: 5 *Pending as of: 6/2/2025	EDMUND RICE'S FIRST ADDITION TO ST. PAUL EX S 6 FT LOT 12 BLK 5 ** PLEASE NOTE ** 24 068244 Inv# 1937258 24 068244 Inv# 1939694	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**29-29-22-32-0037**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Twin Cities Property Management Llc 6301 Quinwood Ln N # 122 Maple Grove MN 55369-5704 ***620 COOK AVE E** *Ward: 6 *Pending as of: 6/2/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 5 BLK 6 ** PLEASE NOTE ** 25 022290 Inv# 1938464	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**29-29-22-13-0063**
Theodora C Vann 705 Dayton Ave St Paul MN 55104-6634 ***705 DAYTON AVE** *Ward: 1 *Pending as of: 6/2/2025	HOLCOMBE'S ADDITION TO SAINT PAUL E 3O FT OF LOT 27 AND W 3O FT OF LOT 28 BLK 2 ** PLEASE NOTE ** 24 043184 Inv# 1937405 24 043184 Inv# 1940034	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**02-28-23-11-0041**
Patricia A Denny 1067 Edgerton St St Paul MN 55130-3859 ***1067 EDGERTON ST** *Ward: 5 *Pending as of: 6/2/2025	FAIRVIEW ADDITION LOT 4 BLK 1 ** PLEASE NOTE ** 24 081818 Inv# 1938695	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**29-29-22-24-0004**
Gabriel Nelson 808 Edmund Ave St Paul MN 55104-2730 ***808 EDMUND AVE** *Ward: 1 *Pending as of: 6/2/2025	SYNDICATE NO. 2 ADDITION LOT 3 BLK 4 ** PLEASE NOTE ** 25 018072 Inv# 1935310 25 018072 Inv# 1938289	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**35-29-23-13-0060**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Borealis Group Homes Llc 9313 Turnberry Alcove Woodbury MN 55125-7714 ***375 HAWTHORNE AVE E** *Ward: 5 *Pending as of: 6/2/2025	WEINANDS ADDITION EX WLY 4 FT THE ELY 1/2 OF VAC WEINAND ST ADJ AND LOT 8 BLK 1 ** PLEASE NOTE ** 25 023622 Inv# 1939456	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**20-29-22-33-0019**
Jeffrey Holisak 2125 Highland Pkwy St Paul MN 55116-1314 ***2125 HIGHLAND PKWY** *Ward: 3 *Pending as of: 6/2/2025	SAINT CATHERINE PARK SECOND ADDITION LOT 29 BLK 5 ** PLEASE NOTE ** 23 068856 Inv# 1940051	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**08-28-23-44-0179**
Saba Debesai Abel Yohannes 2000 Highwood Ave St Paul MN 55119-0000 ***2170 HIGHWOOD AVE** *Ward: 7 *Pending as of: 6/2/2025	OAK BLUFF ADDITION LOT 3 BLK 1 ** PLEASE NOTE ** 24 075391 Inv# 1936654 24 075391 Inv# 1938438	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**14-28-22-41-0035**
2180 Highwood Ave Llc 1708 California St Ne Minneapolis MN 55413-1024 ***2180 HIGHWOOD AVE** *Ward: 7 *Pending as of: 6/2/2025	OAK BLUFF ADDITION LOT 2 BLK 1 ** PLEASE NOTE ** 24 075388 Inv# 1936659 24 075388 Inv# 1938436	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**14-28-22-41-0034**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Travis G Wachter Jasmine Wachter 499 Hoyt Ave E St Paul MN 55130-3016 ***499 HOYT AVE E** *Ward: 5 *Pending as of: 6/2/2025	PHALEN PARK CITY VIEW LOT 18 BLK 2 ** PLEASE NOTE ** 25 024614 Inv# 1939899	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**20-29-22-21-0133**
Michael J Backer Marla Backer 907 Ivy Ave E St Paul MN 55106-2044 ***907 IVY AVE E** *Ward: 6 *Pending as of: 6/2/2025	LANE'S PHALEN GROVE ADD., ST. PAUL, MINN. LOTS 23 AND LOT 24 BLK 8 ** PLEASE NOTE ** 24 085782 Inv# 1937401 24 085782 Inv# 1939900	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**21-29-22-32-0197**
Koua Lee 990 Arcade St St Paul MN 55106-3230 ***834 JENKS AVE** *Ward: 6 *Pending as of: 6/2/2025	E. M. MACKUBIN'S 2ND ADDITION LOT 12 BLK 2 ** PLEASE NOTE ** 25 024090 Inv# 1939573	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-23-0197**
Tria Vang 1031 Jessamine Ave E St Paul MN 55106-2733 ***1031 JESSAMINE AVE E** *Ward: 6 *Pending as of: 6/2/2025	EASTVILLE HEIGHTS LOT 24 BLK 12 ** PLEASE NOTE ** 25 022274 Inv# 1938444	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-21-0211**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Guillermo C Sanchez Maria Antunez Ploquinto 623 Jessamine Ave E St Paul MN 55130-3744 ***623 JESSAMINE AVE E** *Ward: 6 *Pending as of: 6/2/2025	LOT 19 AND LOT 20 BLK 3 ** PLEASE NOTE ** 25 006958 Inv# 1936091 25 006958 Inv# 1939279	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**29-29-22-12-0231**
Eric C Sneve Charlene Moore-Sneve 1304 Juno Ave St Paul MN 55116-1627 ***1304 JUNO AVE** *Ward: 3 *Pending as of: 6/2/2025	G. G. WHITNEY'S ADDITION TO THE CITY OF ST. PAUL LOT 7 BLK 1 ** PLEASE NOTE ** 21 271459 Inv# 1936701	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**10-28-23-42-0098**
Thomas E Vogel 1154 Bromo Ave Saint Cloud MN 56303-0215 ***991 KILBURN ST** *Ward: 5 *Pending as of: 6/2/2025	SAHLGAARD'S SUBDIVISION OF LOT 55, LAKE COMO VILLAS S 1O FT OF LOT 25 AND ALL OF LOT 24 BLK 55 ** PLEASE NOTE ** 25 012075 Inv# 1936718	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**26-29-23-24-0188**
Yonas Gebrewold 2237 Vermillion Curv Woodbury MN 55129-6224 ***810 LARPENTEUR AVE W** *Ward: 5 *Pending as of: 6/2/2025	COMO SUBJ TO RD THE N 157 FT OF THE E 99 FT OF THE W 182.50 FT OF LOT 1 BLK 2 ** PLEASE NOTE ** 25 018925 Inv# 1938075	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**23-29-23-12-0170** ***ESCROW***

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Julissa M Reyes	BROOKVALE LOT 26	Excessive Inspection	1.00	268.00	$268.00	**30-29-22-14-0031**
327 Lawson Ave E		Assessment Admin Fee	40.00	1.00	$40.00	
St Paul MN 55130-3928					$308.00	
***327 LAWSON AVE E**		*** Owner and Taxpayer ***				
*Ward: 5						
*Pending as of: 6/2/2025						
	** PLEASE NOTE **					
	25 019244 Inv# 1936675					
	25 019244 Inv# 1939450					
Scott C Curran	LOCKWOOD'S ADDITION TO THE CITY OF ST. PAUL LOT 27 BLK 3	Excessive Inspection	1.00	134.00	$134.00	**28-29-22-23-0156**
Terri Meissner		Assessment Admin Fee	40.00	1.00	$40.00	
865 Lawson Ave E					$174.00	
St Paul MN 55106-3219		*** Owner and Taxpayer ***				
***865 LAWSON AVE E**						
*Ward: 6						
*Pending as of: 6/2/2025						
	** PLEASE NOTE **					
	25 017364 Inv# 1935399					
Leah J Boyd	CIC NO 672 ARDIA MIRAGE CONDO UNIT NO.1554	Excessive Inspection	1.00	134.00	$134.00	**23-29-23-23-0093**
1554 Lexington Pkwy N		Assessment Admin Fee	40.00	1.00	$40.00	
St Paul MN 55117-3316					$174.00	
***1554 LEXINGTON PKWY N**		*** Owner and Taxpayer ***				
*Ward: 5						
*Pending as of: 6/2/2025						
	** PLEASE NOTE **					
	23 080261 Inv# 1940083					
Lawrence C Dingmann Jr	SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA LOT 15 BLK 35	Excessive Inspection	1.00	134.00	$134.00	**02-28-23-32-0032**
Tamara Haas		Assessment Admin Fee	40.00	1.00	$40.00	
1037 Lincoln Ave					$174.00	
St Paul MN 55105-3151		*** Owner and Taxpayer ***				
***1037 LINCOLN AVE**						
*Ward: 2						
*Pending as of: 6/2/2025						
	** PLEASE NOTE **					
	15 178990 Inv# 1936699					

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Kirchert Llc 1105 Ivy Hill Dr Mendota Heights MN 55118-1830 ***1009 MAGNOLIA AVE E** *Ward: 6 *Pending as of: 6/2/2025	EASTVILLE HEIGHTS LOT 18 BLK 13 ** PLEASE NOTE ** 25 022503 Inv# 1936939	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-21-0095**
Minnesota Realty And Management Llc 3446 Queen Ave N Minneapolis MN 55412-2348 ***1035 MAGNOLIA AVE E** *Ward: 6 *Pending as of: 6/2/2025	EASTVILLE HEIGHTS LOT 25 BLK 13 ** PLEASE NOTE ** 25 021821 Inv# 1937683	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-21-0101**
Randall W Kuschke 25910 396th Ln Mcgregor MN 55760-5617 ***669 MANOMIN AVE** *Ward: 2 *Pending as of: 6/2/2025	BERGER'S RE-ARRANGEMENT OF BLOCK 21 OF BANNING AND OLIVIERS ADDITION TO WEST ST. PAUL LOTS 7 & LOT 8 BLK 21 ** PLEASE NOTE ** 25 018778 Inv# 1939807	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**07-28-22-32-0072**
Karen Newman 1669 Manton St St Paul MN 55106-1219 ***1669 MANTON ST** *Ward: 6 *Pending as of: 6/2/2025	THE LENTSCH CO. ADDITION EX S 9 FT; LOT 20 BLK 1 ** PLEASE NOTE ** 25 014180 Inv# 1936663	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**22-29-22-21-0070**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Fronk Real Estate Llc 5775 Wayzata Blvd Saint Louis Park MN 55416-1222 ***949 MARGARET ST** *Ward: 7 *Pending as of: 6/2/2025	ADAM GOTZIAN'S SUB. OF BLK. 107, LYMAN DAYTON'S ADDITION TO ST. PAUL EX NLY 8 FT THE ELY 4O FT OF LOTS 1 2 AND LOT 3 BLK 107 ** PLEASE NOTE ** 25 016767 Inv# 1935660 25 016766 Inv# 1938913	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**33-29-22-21-0154**
1630 Marion Llc 13981 Ember Way Apple Valley MN 55124-9258 ***1630 MARION ST** *Ward: 5 *Pending as of: 6/2/2025	RICE STREET VILLAS LOTS 16 THRU LOT 19 BLK 3 ** PLEASE NOTE ** 25 016877 Inv# 1937403 25 016877 Inv# 1940062	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**24-29-23-11-0025**
Shin-Hae Kim Young-Jin Kim 3132 Irving Ave S Minneapolis MN 55408-2515 ***935 MARYLAND AVE E** *Ward: 6 *Pending as of: 6/2/2025	SECTION 21 TOWN 29 RANGE 22 W 35 FT OF E 65 FT OF N 121 FT OF S 154 FT OF SW 1/4 OF SW 1/4 OF SEC 21 TN 29 RN 22 ** PLEASE NOTE ** 24 066391 Inv# 1937110 24 066391 Inv# 1939802	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**21-29-22-33-0146**
Ali Alfureedy 444 Maryland Ave W St Paul MN 55117-4748 ***444 MARYLAND AVE W** *Ward: 5 *Pending as of: 6/2/2025	WILKIN & HEYWARDS OUT LOTS TO ST. PAUL EX N 3O FT FOR AVE THE E 1OO FT OF LOT 60 ** PLEASE NOTE ** 25 023537 Inv# 1938625	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**25-29-23-21-0091**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Jeffrey W Street 975 Mclean Ave St Paul MN 55106-5266 ***975 MCLEAN AVE** *Ward: 7 *Pending as of: 6/2/2025	KENDRICK'S RE-ARRANGEMENT OF BLOCKS 4 AND 6 MCLEAN RESERVATION, ST. PAUL, MINN. S 1/2 OF VAC ALLEY ADJ AND LOT 20 BLK 6 ** PLEASE NOTE ** 23 079362 Inv# 1935220 23 079362 Inv# 1938094	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**33-29-22-34-0069**
Mr Ocampo Properties Llc 1365 Arcade St St Paul MN 55106-1826 ***1497 MINNEHAHA AVE E** *Ward: 7 *Pending as of: 6/2/2025	CEMSTONE ADDITION LOTS 6 7 AND LOT 8 BLK 1 ** PLEASE NOTE ** 25 002316 Inv# 1935205 25 002316 Inv# 1938692	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**27-29-22-34-0045**
Kong Chue Vang 2245 Minnehaha Ave E St Paul MN 55119-3934 ***2245 MINNEHAHA AVE E** *Ward: 7 *Pending as of: 6/2/2025	WATTS PARK, ST. PAUL, MINN. LOT 27 BLK 8 ** PLEASE NOTE ** 25 011723 Inv# 1938694	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**26-29-22-44-0183**
Richard W Rasmussen 1875 Nebraska Ave E St Paul MN 55119-4222 ***1875 NEBRASKA AVE E** *Ward: 6 *Pending as of: 6/2/2025	HAYDEN HEIGHTS LOT 60 BLK 2 ** PLEASE NOTE ** 24 099635 Inv# 1935217 24 099635 Inv# 1935391 24 099635 Inv# 1938451	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	402.00 1.00	$402.00 $40.00 $442.00	**23-29-22-23-0091**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Kelsey A Childers Christopher Bockwoldt 2355 Nokomis Ave St Paul MN 55119-3303 ***2355 NOKOMIS AVE** *Ward: 6 *Pending as of: 6/2/2025	PARRANTO BROS. ADDITION NO. 1 LOT 1 BLK 2 ** PLEASE NOTE ** 21 275746 Inv# 1935296 21 275746 Inv# 1938285	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**26-29-22-12-0051**
Andre Maurice Williams 600 Oakdale Ave Upper St Paul MN 55107-3058 ***600 OAKDALE AVE** *Ward: 2 *Pending as of: 6/2/2025	ANNA M. REGNERS SUBDIVISION LOT 3 ** PLEASE NOTE ** 24 095606 Inv# 1935386 24 095606 Inv# 1939177	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**08-28-22-24-0100**
Sandra M Fecht 1524 Osceola Ave St Paul MN 55105-2323 ***1524 OSCEOLA AVE** *Ward: 3 *Pending as of: 6/2/2025	DEN E. LANE'S HOMESITES PLAT 1 LOT 1 BLK 1 ** PLEASE NOTE ** 24 092508 Inv# 1935385 24 092508 Inv# 1938439	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**03-28-23-33-0163**
1756 Pacific Home Llc 890 239th Ave Nw Saint Francis MN 55070-8656 ***1574 PACIFIC ST** *Ward: 7 *Pending as of: 6/2/2025	HUME ADDITION W 29 FT OF LOT 2 AND ALL OF LOT 3 BLK 2 ** PLEASE NOTE ** 25 003137 Inv# 1935210 25 003137 Inv# 1936869	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**34-29-22-43-0026**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Luther L Thao 2220 Powers Ave St Paul MN 55119-4634 ***2220 POWERS AVE** *Ward: 7 *Pending as of: 6/2/2025	SOUTH BATTLE CREEK HEIGHTS NO. 2 LOT 1 BLK 6 ** PLEASE NOTE ** 21 326068 Inv# 1935293 21 326068 Inv# 1938279	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**02-28-22-14-0058**
Ashley Marie Jeanetta Phyllis Brown 2248 Reaney Ave E St Paul MN 55119-3950 ***2248 REANEY AVE** *Ward: 7 *Pending as of: 6/2/2025	WATTS PARK, ST. PAUL, MINN. LOT 4 BLK 8 ** PLEASE NOTE ** 24 096984 Inv# 1936661 24 096984 Inv# 1940035	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**26-29-22-44-0189**
Danmark Properties Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***1127 ROSS AVE** *Ward: 6 *Pending as of: 6/2/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. EX W 44 FT LOT 13 AND ALL OF LOT 14 BLK 4 ** PLEASE NOTE ** 25 020404 Inv# 1935661	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-43-0015**
Darrel S Lukas Cindy Lukas 1348 Selby Ave St Paul MN 55104-6301 ***1348 SELBY AVE** *Ward: 1 *Pending as of: 6/2/2025	BOULEVARD ADDITION NO. 3 EX AVE LOT 2 BLK 6 ** PLEASE NOTE ** 15 163160 Inv# 1936698	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**03-28-23-21-0021**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Jonathan Spika Sumer Spika 965 Sherburne Ave St Paul MN 55104-2607 ***965 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/2/2025	ELDER ADDITION, ST. PAUL, MINN. LOT 5 BLK 3 ** PLEASE NOTE ** 25 019511 Inv# 1936872	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**35-29-23-24-0188**
Fronk Real Estate Llc 5775 Wayzata Blvd Saint Louis Park MN 55416-1222 ***1042 SIMS AVE** *Ward: 6 *Pending as of: 6/2/2025	DAWSON'S EARL ST. ADDITION TO ST. PAUL, RAMSEY CO., MINN. LOT 9 BLK 73 ** PLEASE NOTE ** 25 024774 Inv# 1938560	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**28-29-22-31-0035**
Cynthia A Hanson 1336 Van Buren Ave St Paul MN 55104-2016 ***1336 VAN BUREN AVE** *Ward: 4 *Pending as of: 6/2/2025	SYNDICATE NO. 5 ADDITION LOT 15 BLK 7 ** PLEASE NOTE ** 25 024830 Inv# 1940036	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**34-29-23-12-0164**
Juan D Moreno Prescila Moreno 701 York Ave St Paul MN 55106-3727 ***820 WESTERN AVE N** *Ward: 1 *Pending as of: 6/2/2025	PACIFIC ADDITION TO SAINT PAUL LOTS 17 18 AND LOT 19 BLK 2 ** PLEASE NOTE ** 21 316762 Inv# 1937404 21 316762 Inv# 1940037	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**25-29-23-43-0018**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Noel K Adjoko Onyekachi Adjoko 561 White Bear Ave N St Paul MN 55106-6019 ***561 WHITE BEAR AVE N** *Ward: 7 *Pending as of: 6/2/2025	HEINEMANN, SHIRK AND STIERLE'S SUBD'N OF LOTS 18 AND 19 OF LEE'S SUBURBAN HOMES SUBJ TO ST THE S 86 FT OF LOTS 1 THRU LOT 3 BLK 2 ** PLEASE NOTE ** 25 017149 Inv# 1935387 25 017149 Inv# 1936868 25 017149 Inv# 1938224	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	402.00 1.00	$402.00 $40.00 $442.00	**34-29-22-14-0024**
Michelle Marie Sanders 267 Winona St E St Paul MN 55107-3114 ***267 WINONA ST E** *Ward: 2 *Pending as of: 6/2/2025	SMITH & TAYLOR'S SUBDIVISION OF BLOCK 59, BROWN AND JACKSON ADDITION LOT 11 ** PLEASE NOTE ** 24 015948 Inv# 1937201	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	134.00 1.00	$134.00 $40.00 $174.00	**08-28-22-43-0023**
Bobby S Levasseur 847 Woodbridge St St Paul MN 55117-5361 ***847 WOODBRIDGE ST** *Ward: 1 *Pending as of: 6/2/2025	LEWIS SECOND ADDITION TO ST PAUL BLOCKS 7, 8, 9, 10, 11, 12, 13, 14, & 15 LOT 13 BLK 12 ** PLEASE NOTE ** 24 010360 Inv# 1936662 24 010360 Inv# 1940044	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**25-29-23-41-0193**
John E Schultz 1623 York Ave St Paul MN 55106-3634 ***1619 YORK AVE** *Ward: 6 *Pending as of: 6/2/2025	FAIRCHILD'S SUBDIVISION OF LOTS 1, 2 AND 3 OF CRUICKSHANK'S GARDEN LOTS TO ST. PAUL SUBJ TO ESMT AND EX E 75 FT THE S 1/2 OF PART S OF AVE OF LOT 4 AND THE S 1/2 OF PART S OF SD AVE OF LOT 5 ** PLEASE NOTE ** 25 010539 Inv# 1935652 25 010539 Inv# 1938443	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 40.00	268.00 1.00	$268.00 $40.00 $308.00	**27-29-22-42-0037**

Total Excessive Inspection:	$13,534.00
Total Assessment Admin Fee:	$2,560.00
Project Total:	**$16,094.00**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID

Less Total Discounts: **$0.00**

Project Total: **$16,094.00**

64 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 25-1375

File ID:	RES 25-1375	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	08/28/2025
File Name:	Collection of Vacant Building Registration Fee July 31, 2024 to April 22, 2025			**Final Action:**	

Title: Approving the City's cost of providing Collection of Vacant Building Registration fees billed during July 31, 2024 to April 22, 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. VB2601, Assessment No. 268900)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	5
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Report of Completion VB2601.268900, Assessment Roll VB2601.268900	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/28/2025	Vang, Mai - FYI	Notified - FYI	
1	2	8/28/2025	Zimny, Joanna - FYI	Notified - FYI	
1	3	8/29/2025	Rolf, Lynn	Approve	9/1/2025
1	4	8/31/2025	Ladd, Josh	Approve	9/2/2025
1	5	9/2/2025	Logsdon, Laura	Approve	9/3/2025
1	6	9/2/2025	Tincher, Jaime	Approve	9/4/2025
1	7	9/3/2025	Moermond, Marcia	Approve	9/4/2025
1	8	9/4/2025	Rebecca Noecker	Approve	9/5/2025

History of Legislative File

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

Text of Legislative File RES 25-1375

Approving the City's cost of providing Collection of Vacant Building Registration fees billed during July 31, 2024 to April 22, 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. VB2601, Assessment No. 268900)

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 Collection of Vacant Building Registration Fees billed during the time period of July 31, 2024 to April 22, 2025 under Assessment No. 268900 (File No. VB2601); 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; and

WHEREAS, a legislative hearing on said assessment is scheduled on the 14th day of October 2025 at the hour of 10:00 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 14th day of January 2026 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. **VB2601**

Assessment No. **268900**

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

Collection of Vacant Building Registration Fees billed during the time period of July 31, 2024 to April 22, 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:

Vacant Building Fee	$162,294.00
DSI Admin Fee	$5,208.00
Assessment Admin Fee	$1,680.00
TOTAL EXPENDITURES	$169,182.00
Charge To	
Net Assessment	$169,182.00

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 $169,182.00 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

Ratification Date: Resolution #:

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Quality Residences Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***886 3RD ST E** *Ward: 7 *Pending as of: 6/2/2025	ADAM GOTZIAN'S SUB. OF BLK. 84, LYMAN DAYTONS ADDITION TO ST. PAUL LOT 2 ** PLEASE NOTE ** 25 018520 Inv# 1934178	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**33-29-22-23-0092**
Charnell Hudson Po Box 17320 St Paul MN 55117-0320 ***1231 BARCLAY ST** *Ward: 6 *Pending as of: 6/2/2025	SCHERERS SUBDIVISION NO 1 ETC. LOT 4 BLK 4 ** PLEASE NOTE ** 25 022086 Inv# 1936655	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**22-29-22-34-0072**
That Property Place Llc 531 1st Ave S South Saint Paul MN 55075-2802 ***608 BEAUMONT ST** *Ward: 7 *Pending as of: 6/2/2025	IRVINES 2ND ADDITION TO ST. PAUL LOT 1 BLK 6 ** PLEASE NOTE ** 24 033584 Inv# 1937057	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**32-29-22-12-0093**
Bouawan Xiong 1391 Bradley St St Paul MN 55130-3403 ***1391 BRADLEY ST** *Ward: 5 *Pending as of: 6/2/2025	SUB OF E 1/2 OF SW 1/4 OF SEC 2O T 29 R 22 NELY 1/4 OF FOL EX N 15O 27/1OO FT PART BET EXTENDED W L OF BRADLEY ST AND E L OF BURR ST AND N OF COTTAGE AVE OF LOT 2 ** PLEASE NOTE ** 24 034625 Inv# 1937542	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**20-29-22-31-0060**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Jps Homes Llc 2401 W 66th St Richfield MN 55423-2031 ***186 BRIDLEWOOD DR** *Ward: 7 *Pending as of: 6/2/2025	PATHWAYS SUBJ TO ESMTS & WITH ESMTS THE FOL; COMMON AREA INTEREST IN LOT 53 BLK 1 ATTRIBUTABLE TO & LOT 20 BLK 1 ** PLEASE NOTE ** 22 041944 Inv# 1932459	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**02-28-22-12-0021**
Sibet Renovations Llc 7434 Aldrich Ct N Brooklyn Park MN 55444-2675 ***594 BRUNSON ST** *Ward: 2 *Pending as of: 6/2/2025	BRUNSONS ADDITION PART BLK 1 AND ALL OF 2 THRU 12 N 1/2 OF S 2/3 OF LOTS 5 AND LOT 6 BLK 2 ** PLEASE NOTE ** 21 259365 Inv# 1937324	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**32-29-22-24-0025**
Rebecca K Torfin 1514 Carroll Ave St Paul MN 55104-5304 ***1514 CARROLL AVE** *Ward: 1 *Pending as of: 6/2/2025	MACALESTER VIEW ADDITION TO THE CITY OF ST. PAUL LOT 13 BLK 3 ** PLEASE NOTE ** 25 025316 Inv# 1938920	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**34-29-23-33-0050**
Saeed Alkhulaidi 8763 152 Ln Nw Ramsey MN 55303-5309 ***1069 CASE AVE** *Ward: 6 *Pending as of: 6/2/2025	GOVERNOR JOHNSON ADDITION EX W 62 5O/1OO FT LOTS 17 AND LOT 18 BLK 4 ** PLEASE NOTE ** 24 037631 Inv# 1939363	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**28-29-22-13-0093**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Lucille Herring Maurice Bellamy 4738 S Langley Ave Chicago IL 60615-1514 ***914 CENTRAL AVE W** *Ward: 1 *Pending as of: 6/2/2025	MILTON ADDITION LOT 14 BLK 4 ** PLEASE NOTE ** 23 033666 Inv# 1935808	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**35-29-23-31-0206**
Philip A Johnson Arlene Johnson 693 Cook Ave E St Paul MN 55106-3102 ***693 COOK AVE E** *Ward: 6 *Pending as of: 6/2/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 28 BLK 4 ** PLEASE NOTE ** 23 035506 Inv# 1937061	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**29-29-22-13-0030**
Lakeisha Lee 273 Cottage Ave W St Paul MN 55117-4301 ***273 COTTAGE AVE W** *Ward: 5 *Pending as of: 6/2/2025	RICE STREET VILLAS SUBD ETC. LOTS 16 & LOT 17 BLK 2 ** PLEASE NOTE ** 24 033158 Inv# 1936854	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**24-29-23-42-0014**
Oromo American Twhid Islamic Com St Paul 430 Dale St St Paul MN 55103-2255 ***430 DALE ST N** *Ward: 1 *Pending as of: 6/2/2025	CENTRAL VILLAGE ADDITION S 130.07 FT MOL LYING W OF BLK 28 MACKUBIN & MARSHALLS ADD OF LOT 3 BLK 1 ** PLEASE NOTE ** 23 041587 Inv# 1940248	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**36-29-23-32-0007**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Corene Neal 1319 Dayton Ave Unit Lower St Paul MN 55104-6441 ***1319 DAYTON AVE** *Ward: 1 *Pending as of: 6/2/2025	JOHN B HOXSIE'S REARRANGE-MENT OF BLK 4 OF ANNA E. RAMSEY'S ADDITION TO THE CITY OF ST. PAUL LOT 19 BLK 4 ** PLEASE NOTE ** 23 032345 Inv# 1935197	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**03-28-23-12-0045**
Linda A Sullivan 1654 Edmund Ave St Paul MN 55104-2236 ***1654 EDMUND AVE** *Ward: 4 *Pending as of: 6/2/2025	GEO. J. ANDERSON'S MIDWAY ADDITION TO ST. PAUL, MINN. LOT 4 BLK 2 STIERLE MC CONVILLE AND SEEGERS MIDWAY ADD AND IN SD GEO J ANDERSONS MIDWAY ADD LOT 4 BLK 2 ** PLEASE NOTE ** 22 046874 Inv# 1935014	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**33-29-23-14-0119**
Quality Residences Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***629 ELFELT ST** *Ward: 1 *Pending as of: 6/2/2025	LAFONDS ADDITION TO SAINT PAUL, MINNESOTA E 1/2 OF LOT 1 BLK 27 ** PLEASE NOTE ** 23 036471 Inv# 1937544	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**36-29-23-12-0110**
Nalydesigns, Llc 1018 Geranium Ave E St Paul MN 55106-2708 ***854 EUCLID ST** *Ward: 7 *Pending as of: 6/2/2025	ROLFER'S SUBDIVISION OF BLOCK 75 OF LYMAN DAYTON'S ADDITION TO ST. PAUL SUBJ TO ST PART OF LOTS 7 AND 8 NLY OF L RUN W 48 FT PAR WITH N L OF SD LOTS AND FROM PT ON E L OF AND 64 6/10 FT S FROM NE ** PLEASE NOTE ** 21 261141 Inv# 1938679	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**33-29-22-32-0037**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Cag Minnesota Fund I Llc 5100 Edina Industrial Blvd Ste 210 Minneapolis MN 55439-3005 ***610 FAIRVIEW AVE N** *Ward: 4 *Pending as of: 6/2/2025	MAYWOOD, AND ADDITION TO THE CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA LOT 10 BLK 1 ** PLEASE NOTE ** 24 098573 Inv# 1917839	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**33-29-23-12-0212**
Katie Mae Collins 291 Fisk St St Paul MN 55104-5532 ***291 FISK ST** *Ward: 1 *Pending as of: 6/2/2025	EDWIN DEAN'S SUBDIVISION OF PART OF SMITH & LOTT'S OUTLOTS TO THE CITY OF ST. PAUL S 52 25/1OO FT OF LOTS 1 2 AND LOT 3 BLK 3 ** PLEASE NOTE ** 23 035532 Inv# 1937060	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**35-29-23-43-0103**
Ralph J Mueller 976 Forest St St Paul MN 55106-3206 ***976 FOREST ST** *Ward: 6 *Pending as of: 6/2/2025	STEVENS REARRANGEMENT LOTS 13 THRU 18 BLK 4 LOT 4 ** PLEASE NOTE ** 25 023883 Inv# 1938018	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**28-29-22-24-0190**
Tommie Daye 914 Fuller Ave St Paul MN 55104-4741 ***914 FULLER AVE** *Ward: 1 *Pending as of: 6/2/2025	MILTON ADDITION LOT 14 BLK 3 ** PLEASE NOTE ** 23 035986 Inv# 1937323	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**35-29-23-31-0178**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Sabrina Dakota Dupre 1415 Galtier St St Paul MN 55117-4482 ***1415 GALTIER ST** *Ward: 5 *Pending as of: 6/2/2025	RICE STREET VILLAS SUBD ETC. LOT 8 BLK 2 ** PLEASE NOTE ** 23 039264 Inv# 1939113	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**24-29-23-42-0006**
Kristi J Iverson Po Box 4867 St Paul MN 55101-8867 ***345 GOODRICH AVE** *Ward: 2 *Pending as of: 6/2/2025	AUDITOR'S SUBDIVISION NO. 65 ST. PAUL, MINN. LOT 9 ** PLEASE NOTE ** 16 037683 Inv# 1939774	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**01-28-23-42-0106**
Ansel Johnson 180 Mounds Blvd St Paul MN 55106-6231 ***159 GRANITE ST** *Ward: 1 *Pending as of: 6/2/2025	EDMUND RICE'S SECOND ADDITION TO THE CITY OF ST. PAUL E 37.5 FT OF LOTS 10 THRU LOT 13 BLK 2 ** PLEASE NOTE ** 22 053168 Inv# 1939362	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**30-29-22-43-0147**
New Direction Ira Inc 1070 W Century Dr Ste 101 Louisville CO 80027-1657 ***224 GROTTO ST N** *Ward: 1 *Pending as of: 6/2/2025	HOLCOMBE'S ADDITION TO SAINT PAUL S 20 FT OF LOT 17 BLK 2 ** PLEASE NOTE ** 11 142430 Inv# 1939553	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**02-28-23-11-0034**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
East Properties Llc 1360 University Ave W Unit 185 St Paul MN 55104-4086 ***500 GROTTO ST N** *Ward: 1 *Pending as of: 6/2/2025	SYNDICATE NO. 1 ADDITION LOTS 14 AND LOT 15 BLK 2 ** PLEASE NOTE ** 25 019979 Inv# 1935034	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**35-29-23-14-0195**
Charles L Runyon Tr 1111 W River Pkwy Unit 37a Minneapolis MN 55415-7538 ***2078 HAWTHORNE AVE E** *Ward: 6 *Pending as of: 6/2/2025	MURRAY LANE ADDITION PLAT 2 LOT 31 BLK 7 ** PLEASE NOTE ** 23 035075 Inv# 1936850	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**23-29-22-43-0110**
John J Huegel Tr Magaret Huegel 5151 Moonstone Ave Alta Loma CA 91701-1430 ***810 MARYLAND AVE E** *Ward: 6 *Pending as of: 6/2/2025	OAK VILLE PARK EX PT TAKEN FOR AVE; VAC ALLEY ADJ & LOTS 1 THRU 5 AND LOTS 14 THRU 18 ALL IN BLK 13 ** PLEASE NOTE ** 23 032342 Inv# 1935198	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**29-29-22-11-0220**
Danmark Properties Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***1191 MINNEHAHA AVE E** *Ward: 6 *Pending as of: 6/2/2025	E. C. BOWEN'S ADDITION E 5 FT OF LOT 18 AND ALL OF LOT 19 BLK 2 ** PLEASE NOTE ** 24 085045 Inv# 1931997	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**28-29-22-44-0202**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Christopher A Cheney Quinn Mast 1846 Montreal Ave St Paul MN 55116-2035 ***1846 MONTREAL AVE** *Ward: 3 *Pending as of: 6/2/2025	BOHLAND'S EDGCUMBE HILLS LOT 6 BLK 1 ** PLEASE NOTE ** 24 063945 Inv# 1876962	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**16-28-23-31-0006**
Noela Naah Suhfor Po Box 1681 Maple Grove MN 55311-6681 ***1007 OXFORD ST N** *Ward: 5 *Pending as of: 6/2/2025	HILLIARD'S SUBDIVISION OF LOT 43, LAKE COMO VILLAS LOTS 11 12 AND LOT 13 ** PLEASE NOTE ** 23 037463 Inv# 1938211	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**26-29-23-23-0082**
Paolee Vang 1459 Rice St Unit 2 St Paul MN 55117-3864 ***1324 PAYNE AVE** *Ward: 5 *Pending as of: 6/2/2025	DENNY HILL ADDITION TO THE CITY OF SAINT PAUL W 6O FT OF LOTS 6 7 8 AND LOT 9 BLK 3 ** PLEASE NOTE ** 22 051604 Inv# 1938425	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**20-29-22-42-0194**
Ags Manangement Inc 11761 Owatonna Ct Ne Blaine MN 55449-5450 ***159 PENNSYLVANIA AVE W** *Ward: 1 *Pending as of: 6/2/2025	DESC: SUBJ TO LAFOND AVE LOT 4 AND 5 BLK 17 ** PLEASE NOTE ** 25 010604 Inv# 1928611	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**36-29-23-11-0066**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Nicole M Loscheider 1147 Reaney Ave Unit 1 St Paul MN 55106-3920 ***1147 REANEY AVE** *Ward: 6 *Pending as of: 6/2/2025	DAWSON'S SUBDIVISION OF BLOCK NO. 2 OF TERRY'S ADDITION TO ST. PAUL, MINN. LOT 18 BLK 2 ** PLEASE NOTE ** 24 030100 Inv# 1935012	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**28-29-22-43-0075**
Paul D Mulcahy 5015 35th Ave S Apt 516 Minneapolis MN 55417-1566 ***272 RICHMOND ST** *Ward: 2 *Pending as of: 6/2/2025	WATSON & RICE'S SUBDIVISION C OF BLOCK 1, STINSON, BROWN AND RAMSEY'S ADDITION TO THE CITY OF SAINT PAUL LOT 10 BLK 2 ** PLEASE NOTE ** 25 010290 Inv# 1928334	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**12-28-23-21-0006**
Epworth Methodist Church Tr 1965 Sherwood Ave St Paul MN 55119-3230 ***1965 SHERWOOD AVE** *Ward: 6 *Pending as of: 6/2/2025	KAESS SUBDIVISION LOT 29 BLK 6 HAYDEN HEIGHTS AND IN SD KAESS SUB LOTS 6 THRU LOT 9 ** PLEASE NOTE ** 25 018507 Inv# 1934173	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**23-29-22-31-0092** ***ESCROW***
Riverstone Investments Inc 10340 Viking Dr # 138 Eden Prairie MN 55344-2600 ***1067 ST PAUL AVE** *Ward: 3 *Pending as of: 6/2/2025	BORDNER'S WEST VIEW NO. 2 BEG AT NE COR OF LOT 27 TH SELY 12 3/1O FT ON ELY L OF LOT 27 TH SWLY 35 44/1OO FT TO CL OF LOT 27 TH SWLY 37 5/1O FT TH 177 33/1OO FT TO CENTER OF W L OF LOT 27 TH TO NW ** PLEASE NOTE ** 24 031332 Inv# 1935371	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**16-28-23-32-0101**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Chester O Butterfield Gisele Butterfield 2671 Orchard Ln Excelsior MN 55331-7807 ***1336 THOMAS AVE** *Ward: 4 *Pending as of: 6/2/2025	SYNDICATE NO. 5 ADDITION LOT 15 BLK 18 ** PLEASE NOTE ** 24 033318 Inv# 1936849	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**34-29-23-13-0120**
Buy Rite Companies Llc 2515 White Bear Ave N Ste 121 St Paul MN 55109-5155 ***421 THOMAS AVE** *Ward: 1 *Pending as of: 6/2/2025	SMITHS SUBDIVISION OF BLKS 2 6 7 AND 8 LOT 5 BLK 8 ** PLEASE NOTE ** 24 033303 Inv# 1936851	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**36-29-23-21-0142**
Evan D Moreno 1115 13th Ave Se Minneapolis MN 55414-2310 ***715 THOMAS AVE** *Ward: 1 *Pending as of: 6/2/2025	CHUTE BROTHERS DIVISION NO. 5 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 22 ** PLEASE NOTE ** 24 036366 Inv# 1938894	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**35-29-23-11-0179**
Daniel G Carlson 671 Western Ave N St Paul MN 55103-1667 ***671 WESTERN AVE N** *Ward: 1 *Pending as of: 6/2/2025	JOHNSTONE'S SUBDIVISION OF BLK. 1 OF STINSON'S DIV. OF THE NW 1/4 OF SECTION 36, TOWN 29, RANGE 23 VAC ALLEY ACCRUING & LOT 58 BLOCK 1 ** PLEASE NOTE ** 24 033732 Inv# 1937062	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**36-29-23-21-0214**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Doua Yang 1528 96th St New Richmond WI 54017-1266 ***1665 WOODBRIDGE ST** *Ward: 5 *Pending as of: 6/2/2025	RICE STREET VILLAS LOT 5 BLK 3 ** PLEASE NOTE ** 25 018534 Inv# 1934182	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $40.00 $2,623.00	**24-29-23-11-0016**
York Avenue Land Development Llc 3806 Oakwood Hills Pkwy Ste 1 Eau Claire WI 54701-7779 ***1500 YORK AVE** *Ward: 6 *Pending as of: 6/2/2025	CRUICKSHANK'S GARDEN LOTS SUBJ TO ALLEY THE E 5O FT OF N 15O FT OF LOT 16 BLK 2 DESC: E 5O FT OF N 15O FT OF LOT 16 BLK 2 ** PLEASE NOTE ** 24 033135 Inv# 1936852	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 40.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $40.00 $5,082.00	**27-29-22-31-0077**

Total Vacant Building Fee:	$162,294.00
Total DSI Admin Fee:	$5,208.00
Total Assessment Admin Fee:	$1,680.00
Project Total:	**$169,182.00**
Less Total Discounts:	**$0.00**
Project Total:	**$169,182.00**

42 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 25-1376

File ID:	RES 25-1376	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	08/28/2025
File Name:	Securing and/or Emergency Boarding May 2025			**Final Action:**	

Title: Approving the City's cost of providing Securing and/or Emergency Boarding services during May 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. J2601B, Assessment No. 268100)

Notes:

Code Sections:

Indexes:

Sponsors: Noecker

Attachments: Report of Completion J2601B.268100, Assessment Roll J2601B.268100

Contact Name: Tanya Panzer

Entered by: tanya.panzer@ci.stpaul.mn.us

Agenda Date: 09/17/2025

Agenda Number: 6

Enactment Date:

Financials Included?:

Hearing Date:

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/28/2025	Vang, Mai - FYI	Notified - FYI	
1	2	8/28/2025	Zimny, Joanna - FYI	Notified - FYI	
1	3	8/29/2025	Rolf, Lynn	Approve	9/1/2025
1	4	8/31/2025	Ladd, Josh	Approve	9/2/2025
1	5	9/2/2025	Logsdon, Laura	Approve	9/3/2025
1	6	9/2/2025	Tincher, Jaime	Approve	9/4/2025
1	7	9/3/2025	Moermond, Marcia	Approve	9/4/2025
1	8	9/4/2025	Rebecca Noecker	Approve	9/5/2025

History of Legislative File

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

Text of Legislative File RES 25-1376

Approving the City's cost of providing Securing and/or Emergency Boarding services during May 2025, and setting date of Legislative Hearing for October 14, 2025 and City Council public hearing for January 14, 2026 to consider and levy the assessments against individual properties. (File No. J2601B, Assessment No. 268100)

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 Securing and/or Emergency Boarding of a Structure on Private Properties during the month of May 2025 under Assessment No. 268100 (File No. J2601B); 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; and

WHEREAS, a legislative hearing on said assessment is scheduled on the 14th day of October 2025 at the hour of 10:00 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 14th day of January 2026 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. **J2601B**

Assessment No. **268100**

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

Securing and/or Emergency Boarding of a Structure on Private Properties during the month of May 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:

Boarding Up Fee	$42,001.46
DSI Admin Fee	$6,076.00
Assessment Admin Fee	$1,360.00
Attorney Fee	$170.00
TOTAL EXPENDITURES	$49,607.46
Charge To	
Net Assessment	$49,607.46

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 $49,607.46 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
Alliance Center Llc 375 Jackson St Ste 700w St Paul MN 55101-2537 ***55 5TH ST E** *Ward: 2 *Pending as of: 6/5/2025	CITY OF ST. PAUL EX SWLY 11 FT AND EX SELY 13 FT THE SELY 135 65/100 FT OF FOL H L CARVERS SUB OF PART OF BLK 10 CITY OF ST PAUL VAC ALLEY IN AND LANGEVINS SUB OF PART OF BLK 10 CITY OF ST PAUL ** PLEASE NOTE ** Inv# 81474 Inv# 81491 Inv# 81508 Inv# 81536 Inv# 81548 Inv# 81583 Inv# 81594 Inv# 81610 Inv# 81615 Inv# 81671 Inv# 81682	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	23,108.42 1,364.00 1.00 1.00	$23,108.42 $1,364.00 $40.00 $5.00 $24,517.42	**06-28-22-12-0031**
Dadders Estates Llc 351 Kellogg Blvd E St Paul MN 55101-1411 ***376 BATES AVE** *Ward: 7 *Pending as of: 6/5/2025	LYMAN DAYTON ADDITION TO THE CITY OF ST. PAUL LOTS 17 AND LOT 18 BLK 20 ** PLEASE NOTE ** Inv# 81547	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	60.00 124.00 1.00 1.00	$60.00 $124.00 $40.00 $5.00 $229.00	**32-29-22-14-0075**
Hollis A Black 1610 Burns Ave St Paul MN 55106-6604 ***1610 BURNS AVE** *Ward: 7 *Pending as of: 6/5/2025	REGISTERED LAND SURVEY 17 THE E 80 FT OF N 211.65 FT OF TRACT C ** PLEASE NOTE ** Inv# 81639	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**03-28-22-12-0131**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Kt Rentals Llc 761 Bartelmy Ln N Maplewood MN 55119-3819 ***1781 BUSH AVE** *Ward: 7 *Pending as of: 6/5/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 16 BLK 3 ** PLEASE NOTE ** Inv# 81489 Inv# 81509	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	490.00 248.00 1.00 1.00	$490.00 $248.00 $40.00 $5.00 $783.00	**26-29-22-33-0134**
Son A Nguyen Linh Huynh 1056 Churchill St St Paul MN 55103-1200 ***1056 CHURCHILL ST** *Ward: 5 *Pending as of: 6/5/2025	GREVE'S ADDITION TO ST. PAUL, MINN. LOTS 17 AND LOT 18 BLK 39 ** PLEASE NOTE ** Inv# 81464	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**26-29-23-23-0040**
Oig Holdings Llc 8931 Farnsworth Ave N Brooklyn Park MN 55443-1752 ***658 CONWAY ST** *Ward: 7 *Pending as of: 6/5/2025	STINSON'S REARRANGEMENT OF BLOCK 45 OF LYMAN DAYTON'S ADD. TO ST. PAUL WITH ESMTS TO SURREY AVE NWLY 8 1/12 FT OF LOT 2O AND ALL OF LOT 9 BLK 45 ** PLEASE NOTE ** Inv# 81475	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**32-29-22-41-0077**
Brian J Kennedy 342 Curtice St W St Paul MN 55107-3453 ***342 CURTICE ST W** *Ward: 2 *Pending as of: 6/5/2025	LAWTON BROTHERS ADDITION TO THE CITY OF ST. PAUL SUBJ TO ESMTS; LOT 4 BLK 46 ** PLEASE NOTE ** Inv# 81549	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**07-28-22-34-0028**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Michael F Bausch 1270 Edgcumbe Rd St Paul MN 55105-2913 ***1270 EDGCUMBE RD** *Ward: 3 *Pending as of: 6/5/2025	LEXINGTON PARK PLAT 7 EX EDGCUMBE RD LOT 17 BLK 4 ** PLEASE NOTE ** Inv# 81568	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	120.00 124.00 1.00 1.00	$120.00 $124.00 $40.00 $5.00 $289.00	**10-28-23-14-0160**
Lane J Rapp Jr 52 Elizabeth St E St Paul MN 55107-2974 ***52 ELIZABETH ST E** *Ward: 2 *Pending as of: 6/5/2025	E. R. BRYANTS REARRANGEMENT OF BLOCK 124 OF WEST SAINT PAUL PROPER LOT 4 BLK 124 ** PLEASE NOTE ** Inv# 81641	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**08-28-22-23-0145**
Hanover Limited Partnership 810 S 7th St Ste 300 Minneapolis MN 55415-1702 ***320 FARRINGTON ST** *Ward: 1 *Pending as of: 6/5/2025	WESTERN AREA ADDITION PART N OF EXTENDED CL OF ST ANTHONY AVE OF LOT 4 BLK 4 ** PLEASE NOTE ** Inv# 81609 Inv# 81613	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	620.00 248.00 1.00 1.00	$620.00 $248.00 $40.00 $5.00 $913.00	**36-29-23-42-0098**
Chue Feng Thao 3654 Oak Ter White Bear Lake MN 55110-3224 ***1062 FOREST ST** *Ward: 6 *Pending as of: 6/5/2025	FORESTDALE ADDITION TO SAINT PAUL N 62 5O/1OO FT OF LOTS 16 17 AND LOT 18 BLK 1 ** PLEASE NOTE ** Inv# 81640	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	610.00 124.00 1.00 1.00	$610.00 $124.00 $40.00 $5.00 $779.00	**28-29-22-24-0106** ***ESCROW***

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Ardbark Llc 818 Grand Ave St Paul MN 55105-3310 ***818 GRAND AVE** *Ward: 2 *Pending as of: 6/5/2025	SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA LOT 5 BLK 17 ** PLEASE NOTE ** Inv# 81538	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	570.00 124.00 1.00 1.00	$570.00 $124.00 $40.00 $5.00 $739.00	**02-28-23-42-0160**
New Direction Ira Inc 1070 W Century Dr Ste 101 Louisville CO 80027-1657 ***224 GROTTO ST N** *Ward: 1 *Pending as of: 6/5/2025	HOLCOMBE'S ADDITION TO SAINT PAUL S 20 FT OF LOT 17 BLK 2 ** PLEASE NOTE ** Inv# 81672	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	120.00 124.00 1.00 1.00	$120.00 $124.00 $40.00 $5.00 $289.00	**02-28-23-11-0034**
Kyaw Die Myint Aye 729 Hawthorne Ave E St Paul MN 55106-1906 ***729 HAWTHORNE AVE E** *Ward: 6 *Pending as of: 6/5/2025	OAK VILLE PARK LOT 17 BLK 9 ** PLEASE NOTE ** Inv# 81642	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**20-29-22-44-0082**
Jeffrey Holisak 2125 Highland Pkwy St Paul MN 55116-1314 ***2125 HIGHLAND PKWY** *Ward: 3 *Pending as of: 6/5/2025	SAINT CATHERINE PARK SECOND ADDITION LOT 29 BLK 5 ** PLEASE NOTE ** Inv# 81487	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	2,770.00 124.00 1.00 1.00	$2,770.00 $124.00 $40.00 $5.00 $2,939.00	**08-28-23-44-0179**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Malon L Wareing 1211 Juno Ave St Paul MN 55116-1626 ***1211 JUNO AVE** *Ward: 3 *Pending as of: 6/5/2025	DAVERN'S REARRANGEMENT OF BLOCKS 4 5 & 6 OF LEXINGTON PARK PLAT 10 LOT 11 BLK 1 ** PLEASE NOTE ** Inv# 81686	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	120.00 124.00 1.00 1.00	$120.00 $124.00 $40.00 $5.00 $289.00	**10-28-23-41-0066**
Capital City Ramp Llc 375 Jackson St Ste 700 West St Paul MN 55101-2537 ***43 KELLOGG BLVD E** *Ward: 2 *Pending as of: 6/5/2025	CITY OF ST. PAUL SUBJ TO & WITH PARTY WALL AGREEMENT IN DOC NO.2165105; THE FOL SELY 12 FT; EX THE SWLY 1/2 OF LOT 5 ALL OF LOTS 1 THRU 4 SELY 12 FT OF LOT 6 & ALL OF LOTS 7 & 8 & THE SWLY 5 FT OF ** PLEASE NOTE ** Inv# 81529	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	1,588.04 124.00 1.00 1.00	$1,588.04 $124.00 $40.00 $5.00 $1,757.04	**06-28-22-12-0133**
Steven E Katz Mark Eastman 63 Lawson Ave W St Paul MN 55117-4942 ***63 LAWSON AVE W** *Ward: 5 *Pending as of: 6/5/2025	J. F. EISENMENGER'S ADDITION TO ST. PAUL LOT 20 BLK 4 ** PLEASE NOTE ** Inv# 81476	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**30-29-22-23-0093**
Noah Vang 1299 Arcade St Ste 8 St Paul MN 55106-2080 ***118 MANITOBA AVE** *Ward: 1 *Pending as of: 6/5/2025	LEWIS' ADDITION TO ST. PAUL LOTS 7 AND LOT 8 BLK 3 ** PLEASE NOTE ** Inv# 81461	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	120.00 124.00 1.00 1.00	$120.00 $124.00 $40.00 $5.00 $289.00	**30-29-22-32-0205**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Port Authority Of The City Of Saint Paul 400 N Wabasha St Ste 240 St Paul MN 55102-1147 ***245 MARYLAND AVE E** *Ward: 5 *Pending as of: 6/5/2025	REGISTERED LAND SURVEY 353 SUBJ TO ESMTS; PART LYING WLY OF NLY EXT OF AL BEING 10.6 FT E OF & PAR WITH THE EL OF TRACT C OF TRACTS A,B,D & TRACT E & ALSO PART OF TRACT H LYING NLY & WLY OF AL ** PLEASE NOTE ** Inv# 81463 Inv# 81535 Inv# 81537	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	990.00 372.00 1.00 1.00	$990.00 $372.00 $40.00 $5.00 $1,407.00	**19-29-22-44-0021**
Calvary Housing Llc 7748 Emerson Ave N Brooklyn Park MN 55444-2132 ***1171 MINNEHAHA AVE E** *Ward: 6 *Pending as of: 6/5/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. LOT 23 BLK 1 ** PLEASE NOTE ** Inv# 81612	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**28-29-22-43-0106**
Bre Retail Residual Owners 6 Llc 98 W 66th St Ste 204 Richfield MN 55423-2580 ***2197 OLD HUDSON RD** *Ward: 7 *Pending as of: 6/5/2025	REGISTERED LAND SURVEY 2OO SUBJ TO HWY & EMSTS; PART OF TRACTS I,K N & Q LYING SLY OF NLY L OF SEWER ESMT DESC IN DOC 376288 & ALSO EX N 70 FT TRACT P & ALL OF TRACTS A,C,D,E,F,G,J, L,M, & ** PLEASE NOTE ** Inv# 81477	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	370.00 124.00 1.00 1.00	$370.00 $124.00 $40.00 $5.00 $539.00	**35-29-22-44-0054**
Del Co Limited Partnership Po Box 17122 St Paul MN 55117-0122 ***520 RICE ST** *Ward: 1 *Pending as of: 6/5/2025	WHITNEYS SUBDIVISION ETC. SUBJ TO ESMT IN DOC NO 2134562; THE N 1/2 OF LOT 1 BLK 2 ** PLEASE NOTE ** Inv# 81685	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	745.00 124.00 1.00 1.00	$745.00 $124.00 $40.00 $5.00 $914.00	**31-29-22-23-0034**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
845 Robert Auto, Llc 845 Robert St S St Paul MN 55107-3231 ***845 ROBERT ST S** *Ward: 2 *Pending as of: 6/5/2025	AUDITOR'S SUBDIVISION OF LOT 6, BIDWELL'S ADDITION TO WEST ST. PAUL LOT 25 AND EX W 31 5/1O FT OF N 9 FT LOT 26 ** PLEASE NOTE ** Inv# 81569	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**08-28-22-33-0049**
Hong Phan 1052 Ross Ave St Paul MN 55106-3964 ***1052 ROSS AVE** *Ward: 6 *Pending as of: 6/5/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. E 2O FT OF LOT 3 AND EX S 5O FT LOT 2 BLK 13 ** PLEASE NOTE ** Inv# 81582	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	2,830.00 124.00 1.00 1.00	$2,830.00 $124.00 $40.00 $5.00 $2,999.00	**28-29-22-34-0015**
Neighborhood Commercial Spaces Llc 663 University Ave W # Ste 200 St Paul MN 55104-5097 ***642 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/5/2025	SYNDICATE NO. 1 ADDITION LOT 6 BLK 1 ** PLEASE NOTE ** Inv# 81580	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	1,150.00 124.00 1.00 1.00	$1,150.00 $124.00 $40.00 $5.00 $1,319.00	**35-29-23-14-0211**
Sav Inc 9020 Shannon Ln Corcoran MN 55340-9695 ***719 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/5/2025	CHUTE BROTHERS DIVISION NO. 7 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 21 ** PLEASE NOTE ** Inv# 81462 Inv# 81567	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	360.00 248.00 1.00 1.00	$360.00 $248.00 $40.00 $5.00 $653.00	**35-29-23-14-0174**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Drew P Short Kaleb Fischer 1430 Taylor Ave St Paul MN 55104-1331 ***1430 TAYLOR AVE** *Ward: 4 *Pending as of: 6/5/2025	COLLEGE PLACE, EAST DIVISION E 56 36/1OO FT OF N 125 FT OF LOT 1 BLK 10 ** PLEASE NOTE ** Inv# 81611	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	60.00 124.00 1.00 1.00	$60.00 $124.00 $40.00 $5.00 $229.00	**27-29-23-31-0080**
1668 Selby Llc 1564 Selby Ave Ste 9 St Paul MN 55104-6337 ***1340 THOMAS AVE** *Ward: 4 *Pending as of: 6/5/2025	SYNDICATE NO. 5 ADDITION EX W 20 FT; LOT 2 & ALL OF LOT 1 BLK 19 ** PLEASE NOTE ** Inv# 81614	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	550.00 124.00 1.00 1.00	$550.00 $124.00 $40.00 $5.00 $719.00	**34-29-23-24-0227**
Kenneth J Williams 721 Tuscarora Ave St Paul MN 55102-3905 ***721 TUSCARORA AVE** *Ward: 2 *Pending as of: 6/5/2025	FINCH'S ADDITION TO ST. PAUL PART OF LOTS 20,21 & 22 LYING WLY OF RR R/W & ALL OF LOTS 18 & 19 BLK 8 ** PLEASE NOTE ** Inv# 81490	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	240.00 124.00 1.00 1.00	$240.00 $124.00 $40.00 $5.00 $409.00	**11-28-23-41-0191**
712 Hls Llc 654 University Ave St Paul MN 55104-4801 ***704 UNIVERSITY AVE W** *Ward: 1 *Pending as of: 6/5/2025	CHUTE BROTHERS DIVISION NO. 8 ADDITION TO THE CITY OF ST. PAUL, MINN. SUBJ TO ESMT & EX E 2 FT; LOT 6 AND ALL OF LOT 7 ** PLEASE NOTE ** Inv# 81521	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**35-29-23-41-0216**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
712 Hls Llc 654 University Ave St Paul MN 55104-4801 ***712 UNIVERSITY AVE W** *Ward: 1 *Pending as of: 6/5/2025	CHUTE BROTHERS DIVISION NO. 8 ADDITION TO THE CITY OF ST. PAUL, MINN. LOTS 8 THRU LOT 12 ** PLEASE NOTE ** Inv# 81522	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	60.00 124.00 1.00 1.00	$60.00 $124.00 $40.00 $5.00 $229.00	**35-29-23-41-0217**
Unity Baptist Church 118 N Victoria St St Paul MN 55104-6521 ***118 VICTORIA ST N** *Ward: 1 *Pending as of: 6/5/2025	BRYANT'S ADDITION TO ST. PAUL LOTS 14 AND LOT 15 BLK 1 ** PLEASE NOTE ** Inv# 81539	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $40.00 $5.00 $479.00	**02-28-23-13-0040**
Osterbauer Llc 404 3rd Ave N Ste 201 Minneapolis MN 55401-1759 ***1245 WOODBRIDGE ST** *Ward: 5 *Pending as of: 6/5/2025	KRANZ DIVISION LOT 4 BLK 3 ** PLEASE NOTE ** Inv# 81654	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 40.00 5.00	940.00 124.00 1.00 1.00	$940.00 $124.00 $40.00 $5.00 $1,109.00	**24-29-23-44-0164**

Total Boarding Up:	$42,001.46
Total DSI Admin Fee:	$6,076.00
Total Assessment Admin Fee:	$1,360.00
Total Attorney Fee:	$170.00
Project Total:	**$49,607.46**
Less Total Discounts:	**$0.00**
Project Total:	**$49,607.46**

34 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 25-1395

File ID:	RES 25-1395	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6412	**In Control:**	City Council
Department:	Parks & Recreation	**Cost:**		**File Created:**	08/29/2025
File Name:	Frogtown CC Solar Grant Application			**Final Action:**	

Title: Authorizing the City to apply for $72,000 from the Minnesota Department of Commerce's Solar on Public Buildings Grant Program for solar installation at Frogtown Community Center.

Notes:			
Code Sections:		**Agenda Date:**	09/10/2025
Indexes:	Minnesota Dept of Commerce Solar on Public Bldgs Grant; Frogtown Community Center	**Agenda Number:**	7
Sponsors:	Bowie	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Alice Messer	**Hearing Date:**	
Entered by:	kristi.wells@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/29/2025	Messer, Alice	Approve	9/2/2025
1	2	8/30/2025	Meyer, Brad	Approve	9/2/2025
1	3	9/2/2025	Rodriguez, Andy	Approve	9/3/2025
1	4	9/2/2025	ChartMaster, Infor - FYI	Notified - FYI	
1	5	9/2/2025	Ward 1 - FYI	Notified - FYI	
1	6	9/2/2025	Sullivan, Sarah	Approve	9/4/2025
1	7	9/2/2025	Bacher, Lindsay	Approve	9/4/2025
1	8	9/3/2025	Bottko Woods, Nichelle	Approve	9/4/2025
1	9	9/4/2025	Logsdon, Laura	Approve	9/5/2025
1	10	9/4/2025	Tincher, Jaime	Approve	9/8/2025
1	11	9/10/2025	Anika Bowie	Approve	9/8/2025

History of Legislative File

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

Text of Legislative File RES 25-1395

Authorizing the City to apply for $72,000 from the Minnesota Department of Commerce's Solar on Public Buildings Grant Program for solar installation at Frogtown Community Center.

WHEREAS, the City of Saint Paul's Climate Action and Resilience Plan adopted in December 2019 established the goal of achieving carbon neutrality in municipal operations by 2030 and included a key action of increasing installations of renewable energy at city buildings; and

WHEREAS, the Minnesota Legislature established the Solar on Public Buildings Grant Program in 2023 to provide grants to stimulate the installation of solar energy systems on public buildings; and

WHEREAS, the Frogtown Community Center was built in 2019 and designed to align with the State of Minnesota's B3 Sustainable Buildings Guidelines; however, the guidelines at that time did not require on-site renewable energy to meet the SB2030 Energy Standard; and

WHEREAS, the Frogtown Community Center will need to implement additional decarbonization strategies to reduce its operational greenhouse gas emissions in support of the City's climate goals; and

WHEREAS, the Office of Financial Services and Department of Parks and Recreation are requesting permission to apply for $72,000 in grant funds from the Solar on Public Buildings Grant Program to cover a portion of the estimated $150,000 cost for installing a 40-kW rooftop solar array at Frogtown Community Center, with the remainder of the project cost to be paid for from the 2025 Parks and Recreation capital budget; now, therefore, be it

RESOLVED, the Saint Paul City Council expressly provides its support for the City of Saint Paul to submit a grant application to the Solar on Public Buildings Program to support solar installation at the Frogtown Community Center.

City of Saint Paul

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

Master

File Number: RES 25-1406

File ID:	RES 25-1406	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/03/2025
File Name:	Amsterdam Bar & Hall - License Approval			**Final Action:**	

Title: Approving the application for a license approval for Amsterdam LLC d/b/a Amsterdam Bar & Hall for the Liquor On Sale - 181-290 seats, Liquor On Sale-Sunday, Liquor On Sale - 2 AM Closing, Liquor Outdoor Service Area (Patio), Liquor Outdoor Service Area (Sidewalk) & Entertainment (B) license, (License ID #20110002591) for the premises located at 6 6th St W.

Notes:			
Code Sections:		**Agenda Date:**	09/10/2025
Indexes:		**Agenda Number:**	8
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Class N License Application, License Application Notification	**Financials Included?:**	
Contact Name:	Monica Shaffer	**Hearing Date:**	
Entered by:	riddhi.mistry@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/3/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/3/2025	Shaffer, Monica	Approve	9/5/2025
1	3	9/4/2025	Hudak, Eric	Approve	9/5/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/8/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1406

Approving the application for a license approval for Amsterdam LLC d/b/a Amsterdam Bar & Hall for the Liquor On Sale - 181-290 seats, Liquor On Sale-Sunday, Liquor On Sale - 2 AM Closing, Liquor Outdoor Service Area (Patio), Liquor Outdoor Service Area (Sidewalk) & Entertainment (B) license, (License ID #20110002591) for the premises located at 6 6th St W.

WHEREAS, on June 12, 2025, Amsterdam LLC d/b/a Amsterdam Bar & Hall (License ID #20110002591) applied for a Liquor On Sale - 181-290 seats, Liquor On Sale-Sunday, Liquor On Sale - 2 AM Closing, Liquor Outdoor Service Area (Patio), Liquor Outdoor Service Area (Sidewalk) & Entertainment (B) license for the premises located at 6 6th St W.; and

WHEREAS, on June 30, 2025, the Department of Safety and Inspections sent out the required License Application Notification; with a response date of July 15, 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 license application approval for the Liquor On Sale - 181-290 seats, Liquor On Sale-Sunday, Liquor On Sale - 2 AM Closing, Liquor Outdoor Service Area (Patio), Liquor Outdoor Service Area (Sidewalk) & Entertainment (B) license is hereby approved and issued to Amsterdam LLC d/b/a Amsterdam Bar & Hall (License ID #20110002591) for the premises located at 6 6th St W. with the following existing licensing conditions:

Licensee agrees to limit the placement of table(s)/chair(s) on the public sidewalk to the area and number of seats shown on the approved sidewalk seating plan on file with the Department of Safety and Inspections (DSI) and Public Works.

2. Each year prior to the placement of table(s)/chair(s) in the public right-of-way (i.e., sidewalk), the licensee agrees to obtain a new Obstruction Permit from the Department of Public Works. Licensee agrees to maintain the sidewalk café in accordance with the conditions placed on an approved Obstruction Permit, acknowledges that an Obstruction Permit is effective on April 1 and expires on October 31 of each year, that table(s) and/or chair(s) may not be placed in the public right-of-way before or after the effective/expiration dates, and that a failure to comply with this condition will result in adverse action being taken against all of their licenses.

CITY OF SAINT PAUL
Department of Safety and Inspections
Ricardo X. Cervantes, Director
375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101
Phone: 651-266-8989
Web: www.stpaul.gov/dsi

Class "N" License Application

LICENSES ARE NOT TRANSFERRABLE

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

Types of License(s) being applied for: **Fee(s):**

a. Liquor On-Sale Permanent Expansion
b.
c.
d.
e.
f.
g.

Total: $

Business Information

Business Address: 6 W 6th St (Street) St Paul (City) MN (State) 55102 (Zip)
Company Name: Amsterdam LLC **Doing Business As:** Amsterdam Bar & Hall
Company Type: Corporation X Partnership ____ Sole Proprietorship ____
Date of Incorporation: 02/24/2011 **Anticipated Opening:** ____/____/____
Mailing Address: 6 W 6th St (Street) St Paul (City) MN (State) ____ (Zip)
Business Phone: 612-669-6915 **Fax Number:** ____

Applicant Information

Applicant Name: Jarrot (First) S (Middle) Oulman (Last)
Title: Chief Manager **Date of Birth:** [redacted]
Drivers License: [redacted]
Home Address [redacted]
Cell Phone [redacted]

(Continued on back)

Supplemental Required Information

Are you going to operate this business personally? Yes: X No: ____

If no, who will operate it?

Operator Name: ____ (First) ____ (Middle) ____ (Last)

Home Address: ____ (Street) ____ (City) ____ (State) ____ (Zip)

Date of Birth: ___/___/___ Phone #: ____

Are you going to have a manager or assistant in this business? Yes: X No: ____

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

Manager Name: Meghan K Youngren

Home Address: [redacted]

Date of Birth: [redacted]

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

Officer Name: Jon S Oelman

Title: Member owner Email: [redacted]

Home Address: [redacted]

Date of Birth: [redacted]

Officer Name: Josh A Mandelman

Title: Member owner Email: [redacted]

Home Address: [redacted]

Date of Birth: [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 a[redacted]

A[redacted] ____ Chief Mgr (Title) 6-12-2025 (Date)

LICENSE APPLICATION NOTIFICATION

License Number: 20110002591

Application for: **Expand the liquor service area into an adjacent space approximately 2,400 square feet in size for a business with existing** Liquor On Sale - 181-290 Seats, Liquor On Sale – Sunday, Liquor On Sale - 2 AM Closing, Liquor-Outdoor Service Area (Patio), Liquor-Outdoor Service Area (Sidewalk) and Entertainment (B) licenses

License at: 6 6th St W

Licensee: Amsterdam LLC, doing business as Amsterdam Bar & Hall
Jarret Oulman, owner, 612-669-6915

Recommended License Conditions:
1. Licensee agrees to limit the placement of table(s)/chair(s) on the public sidewalk to the area and number of seats shown on the approved sidewalk seating plan on file with the Department of Safety and Inspections (DSI) and Public Works.
2. Each year prior to the placement of table(s) and/or chair(s) in the public right-of-way (i.e., sidewalk), the licensee agrees to obtain a new Obstruction Permit from the Department of Public Works. Licensee agrees to maintain the sidewalk café in accordance with the conditions placed on an approved Obstruction Permit, acknowledges that an Obstruction Permit is effective on April 1 and expires on October 31 of each year, that table(s) and/or chair(s) may not be placed in the public right-of-way before or after the effective/expiration dates, and that a failure to comply with this condition will result in adverse action being taken against all of their licenses.

Deadline for Response Date: Tuesday, July 15, 2025, at 4:30 p.m.

If you have any comments on the license application, you must respond in writing by Tuesday, July 15, 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 Inspectors Tom Ferrara or Jeff Fischbach at 651-266-8989.

Notice Mailed: Monday June 30, 2025

CITY OF SAINT PAUL

Department of Safety & Inspections
Angie Wiese, Director
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Web Site Address: www.stpaul.gov/dsi
Telephone: 651-266-8989
Facsimile: 651-266-9124

I agree to the following conditions being placed on the following license(s):

License #:	20110002591
Type of Business:	Entertainment (B) Liquor On Sale - 181-290 Seats Liquor On Sale - 2 AM Closing Liquor On Sale - Sunday Liquor-Outdoor Service Area (Patio) Liquor-Outdoor Service Area (Sidewalk)
Applied for by:	AMSTERDAM LLC
Doing Business As:	AMSTERDAM BAR & HALL
at:	6 6TH ST W ST PAUL MN 55102

Conditions are as follows:

1. Licensee agrees to limit the placement of table(s)/chair(s) on the public sidewalk to the area and number of seats shown on the approved sidewalk seating plan on file with the Department of Safety and Inspections (DSI) and Public Works.
2. Each year prior to the placement of table(s) and/or chair(s) in the public right-of-way (i.e., sidewalk), the licensee agrees to obtain a new Obstruction Permit from the Department of Public Works. Licensee agrees to maintain the sidewalk café in accordance with the conditions placed on an approved Obstruction Permit, acknowledges that an Obstruction Permit is effective on April 1 and expires on October 31 of each year, that table(s) and/or chair(s) may not be placed in the public right-of-way before or after the effective/expiration dates, and that a failure to comply with this condition will result in adverse action being taken against all of their licenses.

Licensee _____ 7/30/2025
Date

City of Saint Paul

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

Master

File Number: RES 25-1409

File ID:	RES 25-1409	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/03/2025
File Name:	Venue 1944 - New Location license approval			**Final Action:**	

Title: Approving a Rental Hall New Location license to Cakes By Jerilyn Mariee LLC d/b/a Venue 1944 (License ID 20250000938) for the premises located at 839 University Ave W Suite #105.

Notes:

Code Sections:

Indexes:

Sponsors: Bowie

Attachments: Class N License Application, Letter of Support, License Application Notification

Contact Name: Monica Shaffer

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

Agenda Date: 09/10/2025

Agenda Number: 9

Enactment Date:

Financials Included?:

Hearing Date:

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/3/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/4/2025	Shaffer, Monica	Approve	9/5/2025
Notes:	SM approving on MS's behalf				
1	3	9/4/2025	Hudak, Eric	Approve	9/8/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/8/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/10/2025	Anika Bowie	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1409

Approving a Rental Hall New Location license to Cakes By Jerilyn Mariee LLC d/b/a Venue

1944 (License ID 20250000938) for the premises located at 839 University Ave W Suite #105.

WHEREAS, on April 2, 2025, Cakes By Jerilyn Mariee LLC d/b/a Venue 1944 (License ID 20250000938) applied for a Rental Hall New Location license for the premises located at 839 University Ave W Suite #105; and

WHEREAS, on June 10, 2025, the Department of Safety and Inspections received a letter from the Frogtown Neighborhood Association stating its support for the issuance of the license; and

WHEREAS, on July 25, 2025, the Department of Safety and Inspections sent out the required License Application Notification, with a response date of August 9, 2025; and

WHEREAS, the Department of Safety and Inspections received no objections to approval of the Rental Hall New Location license; 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, a Rental Hall New Location license is hereby approved and issued to Cakes By Jerilyn Mariee LLC d/b/a Venue 1944 (License ID 20250000938) for the premises located at 839 University Ave W Suite #105, with the following licensing conditions:

A license is issued to this location for a Rental Hall use only, as defined under Chapter 405 of the City of Saint Paul Legislative Code.

2. Licensee agrees not to rent the building to, operate, and/or allow to be operated on the premises any use that meets the definition of a “public dance hall” as defined under Chapter 405 of the City of Saint Paul Legislative Code.

3. Licensee acknowledges having received a copy of Chapter 405 of the City of Saint Paul Legislative Code.

SAINT PAUL
SAFETY & INSPECTIONS

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

Class "N" License Application

LICENSES ARE NOT TRANSFERRABLE

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

This application requires District Council notification prior to submission.

Types of License(s) being applied for: **Fee(s):**

1. Rental hall
2.
3.
4.
5.
6.
7.

Total: $ 0.00

Business Information

Business Address: 839 University ave (Street) Saint Paul (City) MN (State) 55104 (Zip)

Company Name: Cakes by Jerilyn Marie LLC **Doing Business As:** Venue 1944

Company Type: Corporation ☒ Partnership ○ Sole Proprietorship ○

Date of Incorporation: Jan 2 2022 **Date of Anticipated Opening:** May 1 2025

Mailing Address: 839 University Ave (Street) Saint Paul (City) #105 MN (State) 55104 (Zip)

Business Phone #: 952-207-6654 **Email Address:** Venue1944@gmail.com

Applicant Information

Applicant Name: Jerilyn (First) Marie (Middle) Sheppheard (Last)

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

Drivers License [redacted]

Home Address [redacted]

Cell Phone # [redacted]

(Continued on back)

Supplemental Required Information

Are you going to operate this business personally? Yes: ⊗ No: ○
If no, who will operate it?

Operator Name: _____
First Middle Last

Home Address: _____
Street City State Zip

Date of Birth: _____ **Phone #:** _____ **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: _____
First Middle Last

Home Address: _____
Street City State Zip

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

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

Officer Name: _____
First Middle Last

Title: _____ **Email:** _____

Home Address: _____
Street City State Zip

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

Officer Name: _____
First Middle Last

Title: _____ **Email:** _____

Home Address: _____
Street City State Zip

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

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 repres[redacted]n my business will operate.

[redacted] Owner 04/02/25
Applica Title Date

Frogtown Neighborhood Association (District 7)

501 North Dale Street, Saint Paul, MN ⓘ 55103
651-236-8699 www.frogtownmn.org

June 10, 2025

City of Saint Paul
Planning and Economic Development
Chris Hong

Dear Mr. Hong,

The Frogtown Neighborhood Association is writing in support of Venue 1944's request of a conditional use permit for a reception hall/rental hall at 839 University.

The entrepreneur making this request, Jerilyn Shephard, has been working with us for years, originally serving her delicious desserts in a jar to the community . Ms. Shephard's commitment to the community is clear and strong. We envision, Venue 1944 as an asset to the neighborhood, bringing a space long-needed by its residents. We look forward to supporting the site into the future.

Please call me with any questions related to this request.

Peace,

Caty Royce
Community Organizer

LICENSE APPLICATION NOTIFICATION

License Number: 20250000938

Application for: Rental Hall

License at: 839 University Ave W Suite #105

Licensee: Cakes By Jerilyn Mariee LLC, doing business as Venue 1944
Jerilyn Shephard, owner, 952-207-6654

Recommended License Conditions:
1. A license is issued to this location for a Rental Hall use only, as defined under Chapter 405 of the City of Saint Paul Legislative Code.
2. Licensee agrees not to rent the building to, operate, and/or allow to be operated on the premises any use that meets the definition of a "public dance hall" as defined under Chapter 405 of the City of Saint Paul Legislative Code.
3. Licensee acknowledges having received a copy of Chapter 405 of the City of Saint Paul Legislative Code.

Deadline for Response Date: Saturday, August 9, 2025, at 4:30 p.m.

If you have any comments on the license application, you must respond in writing by Saturday, August 9, 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 Inspectors Ashley Skarda or Jeff Fischbach at 651-266-8989.

Notice Mailed: Friday, July 25, 2025

CITY OF SAINT PAUL

Department of Safety & Inspections
Angie Wiese, Director
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Web Site Address: www.stpaul.gov/dsi
Telephone: 651-266-8989
Facsimile: 651-266-9124

I agree to the following conditions being placed on the following license(s):

License #: 20250000938
Type of Business: Dance or Rental Halls
Applied for by: CAKES BY JERILYN MARIEE LLC
Doing Business As: VENUE 1944
at: 839 UNIVERSITY AVE W STE 105
ST PAUL MN 55104

Conditions are as follows:

1. A license is issued to this location for a Rental Hall use only, as defined under Chapter 405 of the City of Saint Paul Legislative Code.
2. Licensee agrees not to rent the building to, operate, and/or allow to be operated on the premises any use that meets the definition of a "public dance hall" as defined under Chapter 405 of the City of Saint Paul Legislative Code.
3. Licensee acknowledges having received a copy of Chapter 405 of the City of Saint Paul Legislative Code.

Licensee

8/27/25
Date

City of Saint Paul

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

Master

File Number: RES 25-1410

File ID:	RES 25-1410	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/03/2025
File Name:	Vue's Auto Repair - Change of Ownership license approval			**Final Action:**	

Title: Approving the application for change of ownership to the Auto Repair Garage license now held by Vue's Auto Repair LLC d/b/a Vue's Auto Repair (License ID #20250001121) for the premises located at 1202 Dale St N.

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

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/3/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/4/2025	Shaffer, Monica	Approve	9/5/2025
Notes:	SM approving on MS's behalf				
1	3	9/4/2025	Hudak, Eric	Approve	9/8/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/8/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/10/2025	HwaJeong Kim	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1410

Approving the application for change of ownership to the Auto Repair Garage license now held

by Vue's Auto Repair LLC d/b/a Vue's Auto Repair (License ID #20250001121) for the premises located at 1202 Dale St N.

WHEREAS, on July 18, 2025, Vue's Auto Repair LLC d/b/a Vue's Auto Repair (License ID #20250001121) applied for a change of ownership to the Auto Repair Garage license for the premises located at 1202 Dale St N; and

WHEREAS, on August 5, 2025, the Department of Safety and Inspections (DSI) received a letter from the North End Neighborhood Organization stating their support for the issuance of the license; and

WHEREAS, on July 23, 2025, the Department of Safety and Inspections sent out the required License Application Notification with a response date of August 7, 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 Auto Repair Garage license is hereby approved and issued to Vue's Auto Repair LLC d/b/a Vue's Auto Repair (License ID #20250001121) for the premises located at 1202 Dale St N., with the following licensing conditions:

A maximum of eighteen (18) total vehicles (customer/employee/business) may be parked on the property at any time (one shall be designated and marked for handicapped parking) as indicated on the approved site plan, on file with DSI dated 7/13/2016.

2. Provide maneuvering space on the property to allow vehicles entering and exiting the site to proceed forward as indicated on the approved site plan on file with DSI dated 7/13/2016. Backing from the street or on to the street from the property is prohibited.

3. The building shall be painted and maintained in good order and repair. The lot must be striped and landscaped in accordance with the approved site plan on file with DSI dated 7/13/2016. As identified, in the approved site plan, an 8 -foot-wide landscaped area and four medium sized lilac bushes shall be installed along the sidewalk on Dale Street and maintained in good order and repair.

4. There will be no exterior storage of inoperable vehicles.

5. There will be no exterior storage of vehicle parts, tires, oil, batteries or similar items. All trash must be stored in a covered dumpster or indoors.

6. All vehicles parked outdoors on the lot must appear to be completely assembled with no major body parts missing.

7. Vehicles are prohibited from projecting over the public right-of-way. No vehicles under the control of the licensee can be parked and or stored in the public right-of-way (e.g., street, alley, sidewalk, boulevard, etc.). This includes vehicles waiting for repairs and vehicles waiting to be picked up by the customer.

8. Vehicle sales is not permitted.

9. No auto body repair or painting of vehicles/parts is allowed.

10. Customer vehicles must not be parked longer than 10 days on the premises.

11. All signs must conform to the zoning code standard. A sign permit application is required for all exterior signs visible from the public right-of-way.

12. Lighting on the site shall conform to the standards outlined in Section 62.110 of the zoning code.

13. The business shall open no earlier than 8 a.m., and close no later than 8 p.m.

14. Licensee must comply with all federal, state and local laws.

15. There shall be no auto repair work done on the exterior of the property or in the public right-of-way (e.g., street, sidewalk, alley, boulevard, etc.). All repair work must be done within a fully enclosed building.

16. Licensee acknowledges that a Second Hand Dealer - Motor Vehicle Parts license is required in order to sell used tires.

17. Tires displayed outdoors for sale must be stored inside the building when the building is closed. Outdoor display of tires shall be confined to the area shown on the approved site plan on file with DSI dated 7/13/2016 (the southwest corner of the property) and shall not project into the public right-of-way.

20250001121 OKAY TO ENTER ACS

SAINT PAUL
SAFETY & INSPECTIONS

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

Class "N" License Application

LICENSES ARE NOT TRANSFERRABLE

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

This application requires District Council notification prior to submission.

Types of License(s) being applied for:	Fee(s):
1. Auto Repair Garage	507
2.	
3.	
4.	
5.	
6.	
7.	
Total:	$ 507.00

Business Information

Business Address: 1202 Dale St N (Street) St Paul (City) Minnesota (State) 55117 (Zip)

Company Name: Vue's Auto Repair LLC **Doing Business As:** Vue's Auto Repair

Company Type: Corporation (●) Partnership ( ) Sole Proprietorship ( )

Date of Incorporation: _____ **Date of Anticipated Opening:** 08/01/2025

Mailing Address: 1202 Dale St N (Street) St Paul (City) Minnesota (State) 55117 (Zip)

Business Phone #: (651) 343-9818 **Email Address:** vueautorepair@gmail.com

Applicant Information

Applicant Name: Tommy (First) _____ (Middle) Vue (Last)

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

Drivers License: [redacted] (State License #) **Email:** [redacted]

Home Address [redacted] (Street City State Zip)

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

Supplemental Required Information

Are you going to operate this business personally? Yes: (●) No: ( )
If no, who will operate it?

Operator Name: _____
First Middle Last

Home Address: _____
Street City State Zip

Date of Birth: _____ Phone #: _____ 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: _____
First Middle Last

Home Address: _____
Street City State Zip

Date of Birth: _____ Phone #: _____ Email Address: _____

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

Officer Name: _____
First Middle Last

Title: _____ Email: _____

Home Address: _____
Street City State Zip

Date of Birth: _____ Phone #: _____

Officer Name: _____
First Middle Last

Title: _____ Email: _____

Home Address: _____
Street City State Zip

Date of Birth: _____ Phone #: _____

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] Owner 7-18-2025
Applicant Signature Title Date

North End Neighborhood Organization (District 6)
171 Front Avenue
Saint Paul, MN 55117
651-488-4485
ed@nenostpaul.org

August 5, 2025

Legislative Hearing Officer
15 West Kellogg BLVD
Saint Paul, MN 55101

RE: Vue's Auto Repair Class N License Application

The North End Neighborhood Organization reviewed the application and met with the applicant regarding what we consider a change in ownership regarding the property located at 1202 Dale Street.

The North End Neighborhood Organization recommends approving the application and welcomes Mr. Vue to the North End.

Thank you for your consideration and if you have questions please contact the office at the numbers above.

Regards:

Kerry Antrim

Kerry Antrim
Executive Director

LICENSE APPLICATION NOTIFICATION

License Number: 20250001121

Application for: Auto Repair Garage

License at: 1202 Dale St N

Licensee: Vue's Auto Repair LLC, doing business as Vue's Auto Repair
Tommy Vue, owner, 651-343-9818

Recommended License Conditions:

1. A maximum of eighteen (18) total vehicles (customer/employee/business) may be parked on the property at any time (one shall be designated and marked for handicapped parking) as indicated on the approved site plan, on file with DSI dated 7/13/2016.
2. Provide maneuvering space on the property to allow vehicles entering and exiting the site to proceed forward as indicated on the approved site plan on file with DSI dated 7/13/2016. Backing from the street or on to the street from the property is prohibited.
3. The building shall be painted and maintained in good order and repair. The lot must be striped and landscaped in accordance with the approved site plan on file with DSI dated 7/13/2016. As identified, in the approved site plan, an 8-foot-wide landscaped area and four medium sized lilac bushes shall be installed along the sidewalk on Dale Street and maintained in good order and repair.
4. There will be no exterior storage of inoperable vehicles.
5. There will be no exterior storage of vehicle parts, tires, oil, batteries or similar items. All trash must be stored in a covered dumpster or indoors.
6. All vehicles parked outdoors on the lot must appear to be completely assembled with no major body parts missing.
7. Vehicles are prohibited from projecting over the public right-of-way. No vehicles under the control of the licensee can be parked and or stored in the public right-of-way (e.g., street, alley, sidewalk, boulevard, etc.). This includes vehicles waiting for repairs and vehicles waiting to be picked up by the customer.
8. Vehicle sales is not permitted.
9. No auto body repair or painting of vehicles/parts is allowed.
10. Customer vehicles must not be parked longer than 10 days on the premises.
11. All signs must conform to the zoning code standard. A sign permit application is required for all exterior signs visible from the public right-of-way.
12. Lighting on the site shall conform to the standards outlined in Section 62.110 of the zoning code.
13. The business shall open no earlier than 8 a.m., and close no later than 8 p.m.
14. Licensee must comply with all federal, state and local laws.
15. There shall be no auto repair work done on the exterior of the property or in the public right-of-way (e.g., street, sidewalk, alley, boulevard, etc.). All repair work must be done within a fully enclosed building.
16. Licensee acknowledges that a Second Hand Dealer – Motor Vehicle Parts license is required in order to sell used tires.
17. Tires displayed outdoors for sale must be stored inside the building when the building is closed. Outdoor display of tires shall be confined to the area shown on the approved site plan on file with DSI dated 7/13/2016 (the southwest corner of the property) and shall not project into the public right-of-way.

Deadline for Response Date: Thursday, August 7, 2025, at 4:30 p.m.

If you have any comments on the license application, you must respond in writing by Thursday, August 7, 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 Inspectors Tom Ferrara or Jeff Fischbach at 651-266-8989.
Notice Mailed: Wednesday, July 23, 2025

CITY OF SAINT PAUL

Department of Safety & Inspections
Angie Wiese, Director
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Telephone: 651-266-8989
Facsimile: 651-266-9124
Web Site Address: www.stpaul.gov/dsi

Received
JUL 25 2025
City of Saint Paul - DSI

I agree to the following conditions being placed on the following license(s):

License #: 20250001121
Type of Business: Auto Repair Garage
Applied for by: VUE'S AUTO REPAIR LLC
Doing Business As: VUE'S AUTO REPAIR
at: 1202 DALE ST N
ST PAUL MN 55117

Conditions are as follows:

1. A maximum of eighteen (18) total vehicles (customer/employee/business) may be parked on the property at any time (one shall be designated and marked for handicapped parking) as indicated on the approved site plan, on file with DSI dated 7/13/2016.
2. Provide maneuvering space on the property to allow vehicles entering and exiting the site to proceed forward as indicated on the approved site plan on file with DSI dated 7/13/2016. Backing from the street or on to the street from the property is prohibited.
3. The building shall be painted and maintained in good order and repair. The lot must be striped and landscaped in accordance with the approved site plan on file with DSI dated 7/13/2016. As identified, in the approved site plan, an 8-foot-wide landscaped area and four medium sized lilac bushes shall be installed along the sidewalk on Dale Street and maintained in good order and repair.
4. There will be no exterior storage of inoperable vehicles.
5. There will be no exterior storage of vehicle parts, tires, oil, batteries or similar items. All trash must be stored in a covered dumpster or indoors.
6. All vehicles parked outdoors on the lot must appear to be completely assembled with no major body parts missing.
7. Vehicles are prohibited from projecting over the public right-of-way. No vehicles under the control of the licensee can be parked and or stored in the public right-of-way (e.g., street, alley, sidewalk, boulevard, etc.). This includes vehicles waiting for repairs and vehicles waiting to be picked up by the customer.
8. Vehicle sales is not permitted.
9. No auto body repair or painting of vehicles/parts is allowed.
10. Customer vehicles must not be parked longer than 10 days on the premises.
11. All signs must conform to the zoning code standard. A sign permit application is required for all exterior signs visible from the public right-of-way.
12. Lighting on the site shall conform to the standards outlined in Section 62.110 of the zoning code.
13. The business shall open no earlier than 8 a.m., and close no later than 8 p.m.
14. Licensee must comply with all federal, state and local laws.
15. There shall be no auto repair work done on the exterior of the property or in the public right-of-way (e.g., street, sidewalk, alley, boulevard, etc.). All repair work must be done within a fully enclosed building.
16. Licensee acknowledges that a Second Hand Dealer - Motor Vehicle Parts license is required in order to sell used tires.
17. Tires displayed outdoors for sale must be stored inside the building when the building is closed. Outdoor display of tires shall be confined to the area shown on the approved site plan on file with DSI dated 7/13/2016 (the southwest corner of the property) and shall not project into the public right-of-way.

Licensee

7-25-2025
Date

City of Saint Paul

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

Master

File Number: RES 25-1411

File ID:	RES 25-1411	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/03/2025
File Name:	Saint Bark - New Location license approval			**Final Action:**	

Title: Approving a Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license to Saint Bark LLC d/b/a Saint Bark (License ID 20250001162) for the premises located at 1145 Snelling Ave N.

Notes:

Code Sections:

Indexes:

Sponsors: Coleman

Attachments: Class N License Application, License Application Notification, Letter of Support

Contact Name: Monica Shaffer

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

Agenda Date: 09/10/2025

Agenda Number: 11

Enactment Date:

Financials Included?:

Hearing Date:

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/3/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/4/2025	Shaffer, Monica	Approve	9/5/2025
Notes:	SM approving on MS's behalf				
1	3	9/4/2025	Hudak, Eric	Approve	9/8/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/8/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/11/2025	Molly Coleman	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1411

Approving a Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license

to Saint Bark LLC d/b/a Saint Bark (License ID 20250001162) for the premises located at 1145 Snelling Ave N.

WHEREAS, on July 1, 2025, Saint Bark LLC d/b/a Saint Bark (License ID 20250001162) applied for a Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license for the premises located at 1145 Snelling Ave N; and

WHEREAS, on August 28, 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 15, 2025, the Department of Safety and Inspections sent out the required License Application Notification with a response date of August 30, 2025; and

WHEREAS, the Department of Safety and Inspections received no objections to approval of the Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license; 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, a Liquor On Sale - 100 seats or less, Liquor On Sale Sunday New Location license is hereby approved and issued to Saint Bark LLC d/b/a Saint Bark (License ID 20250001162) for the premises located at 1145 Snelling Ave N, with the following licensing conditions:

Any physical changes to licensed premises must be approved by the City of Saint Paul.

2. All alcohol must be removed when licensee does not have total control of premise.

3. No alcohol shall be permitted outside.

20250001162

SAINT PAUL
SAFETY & INSPECTIONS

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

Class "N" License Application

LICENSES ARE NOT TRANSFERRABLE

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

This application requires District Council notification prior to submission.

Types of License(s) being applied for: **Fee(s):**

1. ~~ON-SALE MALT (HARD)~~ 2 5,361.00
2. LIQUOR ON SALE 100 OR LESS $ 2,680.50
3. LIQUOR ON SALE SUNDAY 100.00
4.
5.
6.
7.

Total: $ 0.00

Business Information

Business Address: 1145 SNELLING AVE N SAINT PAUL MN 55108
Street City State Zip

Company Name: SAINT BARK **Doing Business As:** SAME

Company Type: Corporation ☒ Partnership ○ Sole Proprietorship ○

Date of Incorporation: **Date of Anticipated Opening:** TBD

Mailing Address: 1145 SNELLING AVE N SAINT PAUL MN 55108
Street City

Business Phone #: (651) 808-3773 **Email Address** [redacted]

Applicant Information

Applicant Name: ZIMAKO ONWUAGBA
First Middle

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

Drivers License [redacted]

Home Address [redacted]

Cell Phone # [redacted]

(Continued on back)

Supplemental Required Information

Are you going to operate this business personally? Yes: ☒ No: ○
If no, who will operate it?

Operator Name: _____ (First / Middle / Last)

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

Date of Birth: _____ Phone #: _____ 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: _____ (First / Middle / Last)

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

Date of Birth: _____ Phone #: _____ Email Address: _____

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

Officer Name: _____ (First / Middle / Last)

Title: _____ Email: _____

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

Date of Birth: _____ Phone #: _____

Officer Name: _____ (First / Middle / Last)

Title: _____ Email: _____

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

Date of Birth: _____ Phone #: _____

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 [redacted]y business will operate.

[redacted] Owner (Title) 7/1/25 (Date)

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

LICENSE APPLICATION NOTIFICATION

License Number: 20250001162

Application for: Liquor On-Sale - 100 seats or less, Liquor On-Sale Sunday

License at: 1611 Wynne Ave. (1145 Snelling Ave.)

Licensee: Saint Bark
Zimako Onwuagba, Owner, (651-808-3773)

Recommended License Conditions:

1. Any physical changes to licensed premises must be approved by the City of Saint Paul.
2. All alcohol must be removed when licensee does not have total control of premise.
3. No alcohol shall be permitted outside.

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

If you have any comments on the license application, you must respond in writing by August 30, 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 15, 2025

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

8/28/2025

Legislative Hearing Officer
310 City Hall 15 West Kellogg Blvd.
Saint Paul, MN 55102
LH-Licensing@ci.stpaul.mn.us
cc: ashley.skarda@ci.stpaul.mn.us, zimako@saintbarkmn.com, ward4@ci.stpaul.mn.us

Re:
License Number: 20250001162
Application for: Liquor On-Sale - 100 seats or less, Liquor On-Sale Sunday
License at: 1611 Wynne Ave. (1145 Snelling Ave.)
Licensee: Saint Bark - Zimako Onwuagba, Owner, (651-808-3773)

The Como Community Council Board voted unanimously March 18, 2025 to approve the following motion:

> *District 10 Como Community Council supports the Class N Business License Application for Saint Bark at 1145 Snelling Ave North.*

Zimako Onwuagba shared the Class N District Council form with us back in March of 2025, we posted notice of this application in our weekly Como newsletter and shared that Zimako was attending our March 18 meeting to introduce his plans and answer any questions community members may have. The board approved supporting the license application at that time.

We understand that after our March meetings some additional hurdles were identified by Saint Paul DSI and additional steps have been taken leading up to the formal submission of the Saint Bark application. When the office notice went out we again shared the application in our weekly newsletter and shared the recording of Zimako's visit from March.

In our March discussion Zimako shared that they were planning to serve beer indoors, and operate Monday-Friday 3-8pm, Saturday 10am-8pm, and Sunday 10am-6pm. They also have 8 security cameras installed inside and outside of the premises.

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.

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 25-1418

File ID:	RES 25-1418	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651.266.8622	**In Control:**	City Council
Department:	City Council Ward 2	**Cost:**		**File Created:**	09/03/2025
File Name:	Ordways 40th Resolution			**Final Action:**	

Title: Celebrating 40 Years of the Ordway Center for the Performing Arts.

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	12
Sponsors:	Noecker, Coleman, Yang and Kim	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Megan Jekot	**Hearing Date:**	
Entered by:	megan.jekot@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2025	Rebecca Noecker	Approve	9/5/2025

History of Legislative File

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

Text of Legislative File RES 25-1418

Celebrating 40 Years of the Ordway Center for the Performing Arts.

WHEREAS, for 40 years, the Ordway Center for the Performing Arts has been a community gathering place in the heart of downtown Saint Paul, bringing the talent of world-class performers and Minnesota-based artists to its stages, inspiring millions of visitors with musicals, concerts, dance shows, speakers, and civic events; and

WHEREAS, the Ordway contributes to the economic vitality of St. Paul, benefiting restaurants, hotels, and local businesses, generating $40 million in economic impact annually; and

WHEREAS, the Ordway has had a steadfast commitment to making the arts accessible to all,

through innovative programming like *Ordway Inside Out* hosted in Rice Park, and reflecting the communities it serves on its stages and in its audiences; and

WHEREAS, the Ordway's successful partnership with the Knight Foundation provides a diverse group of emerging and veteran artists a platform to showcase their talents and launch their careers; and

WHEREAS, the Ordway produces the annual Flint Hills Family Festival - one of the longest-standing and most accessible events of its kind in the country - which has attracted more than one million children and adults for free and low-cost art activities over the last 25 years; and

WHEREAS, the Ordway serves nearly 50,000 students, educators, and families each year through its student matinee performances, in-classroom workshops, and arts education and community impact programs; and

WHEREAS, the Ordway is also home to three other valued Saint Paul artistic institutions: the Minnesota Opera, The Saint Paul Chamber Orchestra and Schubert Club;

NOW, THEREFORE, BE IT RESOLVED, that we recognize and honor the Ordway Center for the Performing Arts for serving as a cultural and artistic beacon in St. Paul for all community members, and contributing to the vibrancy and vitality of downtown.

BE IT FURTHER RESOLVED, that this resolution serves as a token of deep appreciation for the Ordway and a celebration of its 40 years as an anchor institution in downtown, and the significant cultural, social, and economic impact it continues to have in our community.

City of Saint Paul

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

Master

File Number: RES 25-1421

File ID:	RES 25-1421	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651.266.8878	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	09/04/2025
File Name:				**Final Action:**	

Title: Accepting the donation of conference registration from PFMAM (PFM Asset Management) for City Treasurer Sarah Brown and Debt Manager Neal Younghans to attend the 2025 Minnesota Investment Forum on October 7, 2025.

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	13
Sponsors:	Noecker	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Neal Younghans	**Hearing Date:**	
Entered by:	neal.younghans@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2025	Brown, Sarah	Approve	9/8/2025
1	2	9/4/2025	Logsdon, Laura	Approve	9/8/2025
1	3	9/4/2025	Dumke, Alexander	Approve	9/8/2025
1	4	9/10/2025	Tincher, Jaime	Approve	9/8/2025
1	5	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1421

Accepting the donation of conference registration from PFMAM (PFM Asset Management) for City Treasurer Sarah Brown and Debt Manager Neal Younghans to attend the 2025 Minnesota Investment Forum on October 7, 2025.

WHEREAS, Sarah Brown, City Treasurer, and Neal Younghans, Debt Manager, have been invited by PMAM to attend the 2025 Minnesota Investment Forum to learn from other professionals in Chaska, MN; and

WHEREAS, attending the 2025 Minnesota Investment Forum will be an opportunity for the City of Saint Paul to hear from leaders on a variety of relevant topics such as best practices in treasury management and current trends in the municipal bond market; and

WHEREAS, PFMAM has offered to donate registration costs to the City of Saint Paul to cover conference registration for City Treasurer Sarah Brown and Debt Manager Neal Younghans,

WHEREAS, pursuant to Minn. Stat. 465.03, the City is allowed to accept, by a resolution adopted by a two-thirds majority of the City Council, a grant or devise of real or personal property in accordance with the terms prescribed by the donor; and

WHEREAS, the City Council of the City of Saint Paul finds that attendance at the Minnesota Investment Forum benefits the City by providing an opportunity for staff to learn from related best practices across the nation; now therefore, be it

RESOLVED, the Saint Paul City Council accepts the donation of registration expenses from PFMAM for the 2025 Minnesota Investment Forum so that Sarah Brown and Neal Younghans may attend, and thanks them for their generosity.

City of Saint Paul

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

Master

File Number: RES 25-1422

File ID:	RES 25-1422	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/04/2025
File Name:	Imperial Smoke Shop Plus - Change of Ownership license approval			**Final Action:**	

Title: Approving the application for change of ownership to the Tobacco Products Shop license now held by Fog Tobacco Plus INC d/b/a Imperial Smoke Shop Plus (License ID #20250010001) for the premises located at 227 Snelling Avenue North.

Notes:

Code Sections:		**Agenda Date:**	09/10/2025
Indexes:		**Agenda Number:**	14
Sponsors:	Coleman	**Enactment Date:**	
Attachments:	Class R License Application, License Conditions, Ordinance Language for Application Approval	**Financials Included?:**	
Contact Name:	Monica Shaffer	**Hearing Date:**	
Entered by:	riddhi.mistry@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/5/2025	Shaffer, Monica	Approve	9/8/2025
Notes:	SM approving for MS				
1	3	9/8/2025	Hudak, Eric	Approve	9/9/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/10/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/11/2025	Molly Coleman	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1422

Approving the application for change of ownership to the Tobacco Products Shop license now held by Fog Tobacco Plus INC d/b/a Imperial Smoke Shop Plus (License ID #20250010001) for the premises located at 227 Snelling Avenue North.

WHEREAS, on July 25, 2025, Fog Tobacco Plus INC d/b/a Imperial Smoke Shop Plus (License ID #20250010001) applied for a change of ownership to the Tobacco Products Shop license for the premises located at 227 Snelling Avenue North; and

WHEREAS, on September 3, 2025, the Licensee agreed to and signed the license conditions pertaining to their Tobacco Products Shop license; 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 a Tobacco Products Shop license is hereby approved and issued to Fog Tobacco Plus INC d/b/a Imperial Smoke Shop Plus (License ID #20250010001) for the premises located at 227 Snelling Avenue North, with the following license conditions:

License holder acknowledges per the Ramsey County Clean Indoor Air Ordinance resolution B2015-302 sec. 5.02 prohibits smoking in public spaces where cigarette smoking is currently prohibited under the “Minnesota Clean Indoor Air Act” (MN Stat. 144.411-144.417), as well as prohibiting vaping or smoking within 25 feet of public building entrances and vents.

2. No sampling of tobacco products is permitted unless the space is made compliant with applicable code discipline requirements including the mechanical/ventilation code.

3. License holder agrees to operate the business in a manner that is consistent with the Business Summary (Business Plan Addendum) submitted by the license holder dated 7/25/2025 and floor plans submitted with the Department of Safety and Inspections (DSI). License holder agrees to obtain prior written approval from DSI before making any substantive changes to their approved method of operation.

2025001000

SAINT PAUL
SAFETY & INSPECTIONS

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

Class "R" License Application

LICENSES ARE NOT TRANSFERRABLE

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

OK TO PROCESS JNV 8/7/2025

Types of License(s) being applied for: **Fee(s):**

1. Tobacco Products Shop — 535.00
2. ____ ____
3. ____ ____
4. ____ ____
5. ____ ____
6. ____ ____
7. ____ ____

Total: $ 0.00

Business Information

Business Address: 227 Snelling Ave N (Street) Saint Paul (City) MN (State) 55104 (Zip)

Company Name: Fog Tobacco Plus Inc **Doing Business As:** Imperial Smoke shop plus

Company Type: Corporation ⊗ Partnership ○ Sole Proprietorship ○

Date of Incorporation: 11/12/2021 **Date of Anticipated Opening:** 09/15/2025

Mailing Address: 855 Village Center Dr #112 (Street) North Oaks (City) MN (State) 55127 (Zip)

Business Phone #: 651-214-5777 **Email Address:** imperialsmokeshopplus@gmail.com

Applicant Information

Applicant Name: Adnan (First) Mustafa (Middle) Safi (Last) [redacted]

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

Drivers License: ____ (State) ____ (License #) **Email:** [redacted]

Home Address: [redacted]

Cell Phone #: [redacted] **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: Adnan (First) mustafa (Middle) Safi (Last)

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

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

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: _____ (First) (Middle) (Last)

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

Date of Birth: _____ Phone #: _____ Email Address: _____

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

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

Title: _____ Email: _____

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

Date of Birth: _____ Phone #: _____

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

Title: _____ Email: _____

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

Date of Birth: _____ Phone #: _____

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.

[redacted] President (Title) 7/25/25 (Date)

CITY OF SAINT PAUL

Department of Safety & Inspections
Angie Wiese, Director
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Web Site Address: www.stpaul.gov/dsi

Telephone: 651-266-8989
Facsimile: 651-266-9124

I agree to the following conditions being placed on the following license(s):

License #:	**20250010001**
Type of Business:	**TOBACCO PRODUCTS SHOP**
Applied for by:	**FOG TOBACCO PLUS INC**
Doing Business As:	**IMPERIAL SMOKE SHOP PLUS**
at:	**227 SNELLING AVE N** **ST PAUL MN 55104**

Conditions are as follows:

1. License holder acknowledges per the Ramsey County Clean Indoor Air Ordinance resolution B2015-302 sec 5.02 prohibits smoking in public spaces where cigarette smoking is currently prohibited under the "Minnesota Clean Indoor Air Act" (MN Stat. 144.411 - 144.417), as well as prohibiting vaping or smoking within 25 feet of public building entrances and vents.

2. No sampling of tobacco products is permitted unless the space is made compliant with applicable code discipline requirements including the mechanical / ventilation code.

3. License holder agrees to operate the business in a manner that is consistent with the Business Summary (Business Plan Addendum) submitted by the license holder dated 7/25/2025 and floor plans submitted with the Department of Safety and Inspections (DSI). License holder agrees to obtain prior written approval from DSI before making any substantive changes to their approved method of operation.

4. License holder agrees to provide a detailed breakdown of all items sold, including total dollar amounts for individual items by category upon request from DSI.

_____ _____

Licensee Date

CITY OF SAINT PAUL

Department of Safety & Inspections
Angie Wiese, Director
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Web Site Address: www.stpaul.gov/dsi

Telephone: 651-266-8989
Facsimile: 651-266-9124

I agree to the following conditions being placed on the following license(s):

License #:	**20250010001**
Type of Business:	**TOBACCO PRODUCTS SHOP**
Applied for by:	**FOG TOBACCO PLUS INC**
Doing Business As:	**IMPERIAL SMOKE SHOP PLUS**
at:	**227 SNELLING AVE N** **ST PAUL MN 55104**

Conditions are as follows:

1. License holder acknowledges per the Ramsey County Clean Indoor Air Ordinance resolution B2015-302 sec 5.02 prohibits smoking in public spaces where cigarette smoking is currently prohibited under the "Minnesota Clean Indoor Air Act" (MN Stat. 144.411 - 144.417), as well as prohibiting vaping or smoking within 25 feet of public building entrances and vents.

2. No sampling of tobacco products is permitted unless the space is made compliant with applicable code discipline requirements including the mechanical / ventilation code.

3. License holder agrees to operate the business in a manner that is consistent with the Business Summary (Business Plan Addendum) submitted by the license holder dated 7/25/2025 and floor plans submitted with the Department of Safety and Inspections (DSI). License holder agrees to obtain prior written approval from DSI before making any substantive changes to their approved method of operation.

4. License holder agrees to provide a detailed breakdown of all items sold, including total dollar amounts for individual items by category upon request from DSI.

Adnan Sufi
Licensee

9/3/2025
Date

Ordinance Language for Application Approval

Chapter 324. Tobacco

Sec. 324.04. Fee, duration, limitation on number of licenses.

(b) Limitation on number of licenses and location.

b The previous license has not terminated or expired more than one (1) year before the new license had been first applied for;

c. A previous license has not been revoked by the council.

City of Saint Paul

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

Master

File Number: RES 25-1425

File ID:	RES 25-1425	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668548	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/05/2025
File Name:	Taste of Rondo Restaurant - Revocation of license			**Final Action:**	

Title: Directing the Department of Safety and Inspections to revoke the Liquor On Sale - 100 Seats or Less, Entertainment (A), Liquor On Sale Sunday, and Gambling Location license against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant (License ID #20190000107) for the premises located at 976 Rondo Avenue.

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	15
Sponsors:	Bowie	**Enactment Date:**	
Attachments:	Exhibit #1, Exhibit #2, Exhibit #3, Exhibit #4, Exhibit #5, Exhibit #6, Exhibit #7	**Financials Included?:**	
Contact Name:	Monica Shaffer	**Hearing Date:**	
Entered by:	riddhi.mistry@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/5/2025	Niziolek, Dan - FYI	Notified - FYI	
1	2	9/5/2025	Shaffer, Monica	Approve	9/9/2025
Notes:	SM approving for MS				
1	3	9/8/2025	Hudak, Eric	Approve	9/9/2025
1	4	9/9/2025	Wiese, Angie	Approve	9/10/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/10/2025	Anika Bowie	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1425

Directing the Department of Safety and Inspections to revoke the Liquor On Sale - 100 Seats or Less, Entertainment (A), Liquor On Sale Sunday, and Gambling Location license against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, on October 16, 2024, Licensee was served with a Notice of Violation and Request for Imposition of a $500 Matrix Penalty and License Suspension **(Exhibit #2)** for violations of several sections of the Saint Paul Legislative Code, including sections 310.02(2)(a)(1) and 409.05(a)-(b). Licensee was given a deadline of October 28, 2024, to respond and pay the $500 matrix penalty; and

WHEREAS, on December 11, 2024, RES 24-1786 **(Exhibit #3)** was passed by Council for the approval of the $500 matrix penalty and license suspension; and

WHEREAS, on January 16, 2025, the Department of Safety and Inspections ("Department") mailed a letter **(Exhibit #1)** to Licensee advising them to pay the $500 matrix penalty by February 14, 2025, but Licensee failed to do so; and

WHEREAS, on March 26, 2025, RES 25-473 **(Exhibit #4)** was passed by Council approving suspension of the license; and

WHEREAS, on May 21, 2025, a Notice of Violation and Request for Revocation of License ("Notice") **(Exhibit #5)** was sent to the Licensee in which the Department provided notice to the Licensee of its intent to move forward with adverse action and revoke the license until Licensee renewed their license, paid the fee to renew the license, and submitted the supporting documents required, consistent with Saint Paul Legislative Code § 310.03; and

WHEREAS, Licensee was given a deadline of June 2, 2025, to respond to the Notice; and

WHEREAS, on June 2, 2025, the City Attorney's Office received an email from Ms. Kasara Carter explaining that her husband (the Licensee) passed away on January 2, 2025; and

WHEREAS, on July 3 and July 22, 2025, the Department's Licensing Manager, Eric Hudak, reached out to Ms. Kasara Carter via email **(Exhibit #6)** and asked her if she wanted to either:

1.) cancel the license that is currently issued to Licensee, or
2.) renew the currently suspended license, and

was given a deadline of July 31, 2025, to respond with her selection; and

WHEREAS, Ms. Kasara Carter has not responded to the Licensing Manager's emails to date; and

WHEREAS, the Department has not received the $500 matrix penalty, the renewal fee for the license, or the required supporting documents to date; and

WHEREAS, the Notice laid out the basis for adverse action and the Legislative Code sections upon which the Department relied, which are 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 § 310.04(b) states:

> “*Basis for action*. Such adverse action may be based on one (1) or more of the following reasons, which are in addition to any other reason specifically provided by law or in these chapters.”

Saint Paul Legislative Code § 310.03(m)(1) provides for a presumptive $500 matrix penalty for a first-time violation of a provision of the legislative code relating to the licensed activity.

Saint Paul Legislative Code § 310.02(2)(a)(1) states:

> “*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved.”

Saint Paul Legislative Code § 310.02(2)(e)(3) states:

> “Revocation or suspension. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03.”

Saint Paul Legislative Code §§ 310.03(a), 310.03(m)(1)(8) **(Exhibit #7)** provides for a presumptive penalty of revocation for a second violation of a failure to pay license fees.

Saint Paul Legislative Code § 409.05 states:

> “*Term*. All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of the issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license.”
>
> (b) “*License fees, on-sale; semiannual installments.* The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal.”

Saint Paul Legislative Code § 409.06(j)(1) states:

"An on-sale license renewal may be denied for any licensee who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, the Notice was sent to Licensee on May 21, 2025, providing that Licensee respond by June 2, 2025, in order to contest or consent to the proposed adverse action; and

WHEREAS, the renewal fee and supporting documents were never received by the City or the Department on or after June 2, 2025, and Ms. Kasara Carter never responded to the Department's attempts to reach out to her, therefore, the City Attorney's Office and the Department have decided to move forward with a revocation of the license; and

WHEREAS, Licensee has failed to pay the renewal fee and submit the supporting documents, the Department recommends a revocation of the Liquor On Sale - 100 Seats or Less, Entertainment (A), Liquor On Sale Sunday, and Gambling Location license based on violations of Saint Paul Legislative Code sections 310.01, 310.02(2)(a)(1), 310.02(2)(e)(3), 310.03(a), 310.03(m)(1)(8), 310.03(m)(2)(10), 310.04(b), 409.05(a)-(b), and 409.06(j)(1); now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A), Liquor On Sale Sunday, and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue, Saint Paul, MN 55104, is hereby revoked for violations of the Saint Paul Legislative Code sections 310.01, 310.02(2)(a)(1), 310.02(2)(e)(3), 310.03(a), 310.03(m)(1)(8), 310.03(m)(2)(10), 310.04(b), 409.05(a)-(b), and 409.06(j)(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

January 16, 2025

NOTICE OF CITY COUNCIL ACTION

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

Charles Carter:

Enclosed is a copy of City Council Resolution RES PH 24-1786 which imposes a fine and which also suspends the Liquor On Sale – 100 Seats or Less, Entertainment (A), Liquor On Sale – Sunday and Gambling Location licenses issued to you by the City of Saint Paul for the following:

Failure to provide required information.

The fine and suspension were adopted by the Saint Paul City Council at the Council's regular meeting on December 11, 2024. The effect of this notice is that the Liquor On Sale – 100 Seats or Less, Entertainment (A), Liquor On Sale – Sunday and Gambling Location licenses issued to you at 976 Rondo Ave. are suspended until the renewal fees and the required documents are received. The fine in the amount of **$500** is due no later than on **Friday, February 14, 2025.**

If you have any questions regarding this matter, you may contact me at 651-266-9132.

Sincerely,

Eric Hudak, Licensing Manager
Department of Safety and Inspections

Enclosure

cc: Sly Onyia, CAO
Riddhi Mistry, Legal Assistant-CAO
Angie Wiese, Director-DSI
Dan Niziolek, Deputy Director-DSI
Joseph Voyda, License Inspector-DSI
Charles Carter, 1700 90th St. W., Bloomington, MN 55431
Rondo Pullman Porters Corner LLC, 976 Rondo Ave., St. Paul, MN 55104

City of Saint Paul

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

Signature Copy

Resolution: RES 24-1786

File Number: RES 24-1786

Directing the Department of Safety and Inspections to proceed with the $500 matrix penalty and license suspension adverse action against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license ("License") held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant under License ID #20190000107 for the premises located at 976 Rondo Avenue, in Saint Paul ("Licensed Premises"), which is owned by Charles Carter was the subject of adverse action pursuant to an October 16, 2024, Notice of Violation and Request for Imposition of $500 Matrix Penalty and License Suspension (Notice") in which the Department of Safety and Inspections ("Department") provided notice to the Licensee of its intent to suspend license until licensee renewed their license, paid the fee payment to renew license, and submitted the supporting documents required, and move forward with adverse action supported by Saint Paul Legislative Code §310.03; 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 of 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 §310.02(2)(a)1 states: "*Form.* All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria..."

Saint Paul Legislative Code §310.02 (2)(e)(3) states: "*Revocation or suspension.* If the director determines that the application for renewal does not meet all of the requirements of law or that there exist no grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code §310.03."

Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

Saint Paul Legislative Code §310.03(m) states: a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.03 (a)(m)1(8) states: Failure to pay license fees can lead to a the suspension of a license for a first time violation and revocation of a license for a second violation.

Saint Paul Legislative Code §310.03 (m)2(10) states: Failure to make application for license renewal prior to license expiration date for a first violation is $500.00.

Saint Paul Legislative Code §310.04(b)(14) states: "The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license."

Saint Paul Legislative Code § 409.05(a) states: "*Term.* All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

Saint Paul Legislative Code § 409.05(b) states: "*License fees, on-sale; semiannual installments.* The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of the issuance or renewal."

Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, the Licensee had failed to provide required information, the Department of Safety and Inspections will recommend a $500 matrix penalty and license suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license application based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a $500 matrix penalty and license suspension; and

WHEREAS, the Notice laid out options for the Licensee:

"You have four (4) options on how 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 **October 28, 2024,** 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 and suspension of your License.

2. You can complete the renewal process including payment of the renewal fee and vehicle inspections. 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 **October 28, 2024.** Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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 October 16, 2024, providing that you respond by October 28, 2024, on whether you contest the proposed adverse action; and

WHEREAS, on November 5, 2024, the City Attorney's Office contacted the Department of Safety and Inspections to confirm whether the requested documents had been received and was informed that they have not heard from the Licensee/or received the requested documents.

WHEREAS, the Notice stated if the Licensee failed to contest to the denial of the license application, that the matter would be placed on the City Council Agenda to impose the recommended penalty; now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby to pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections in violation of Saint Paul Legislative §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

At a meeting of the City Council on 12/11/2024, this Resolution was Passed.

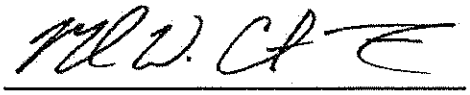
Yea: 6 Councilmember Noecker, Councilmember Jalali, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Yang

Vote Attested by Council Secretary Shari Moore

Date 12/11/2024

Approved by the Mayor  **Date** 12/18/2024

Melvin Carter III

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 sixteenth day of October she served the attached **NOTICE OF VIOLATION AND REQUEST FOR IMPOSITION OF $500 MATRIX PENALTY AND LICENSE SUSPENSION** and a correct copy thereof in an envelope addressed as follows:

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

Charles Carter
1700 90th Street West
Bloomington, MN 55431

Rondo Pullman Porters Corner LLC
976 Rondo Ave.
Saint Paul, MN 55104-5419

Jens Werner-Executive Director
Summit University Planning Council
375 Selby Avenue # 9
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 sixteenth day of October 2024

Notary Public

KAREN M. DOUMANY
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

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: 651-266-8571| Fax: 651-298-5619

October 16, 2024

NOTICE OF VIOLATION
AND REQUEST FOR IMPOSITION OF
$500 MATRIX PENALTY AND LICENSE SUSPENSION

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

RE: Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant for the premises located at 976 Rondo Avenue, in Saint Paul.
License ID #: 20190000107

Dear Licensee:

The Department of Safety and Inspections ("Department") has recommended adverse action against the Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location License held by Taste of Rondo LLC ("Licensee"). Taste of Rondo Restaurant located at 976 Rondo Avenue (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 §310.03 (m) provides for a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

The Saint Paul City Attorney's Office does not discriminate based on race, color, national origin, religion, sex/gender, disability, sexual orientation, gender identity, age, or veteran status in the delivery of services or employment practices.

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: 651-266-8571| Fax: 651-298-5619

Saint Paul Legislative Code §310.02 (2)(a) 1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved."

Saint Paul Legislative Code §310.02 (2)(e) 3 states: "*Levels of Approval. Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03."

Saint Paul Legislative Code §310.03 (a)(m) 1 (8) & 310.03 (m) 2 (10): "Presumptive penalties for certain violations" shown below:

Type of Violation	1st	2nd	3rd	4th
(8) Failure to pay license fees	Suspension	Revocation		
(10) Failure to make application for license renewal prior to license expiration date.	$500.00	6-day suspension	18-day suspension	Revocation

Saint Paul Legislative Code §409.05 (a)(b) states:

(a) "*Term*. All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of the issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

(b) "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal."

The Saint Paul City Attorney's Office does not discriminate based on race, color, national origin, religion, sex/gender, disability, sexual orientation, gender identity, age, or veteran status in the delivery of services or employment practices.

Civil Division, 15 Kellogg Blvd. West, 400 City Hall
Saint Paul, MN 55102
Tel: 651-266-8571| Fax: 651-298-5619

Saint Paul Legislative Code §409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

Adverse Action Recommendation:

The Department of Safety and Inspections will recommend a $500.00 matrix penalty and suspension of your license for violating Saint Paul Legislative Code § 310.02(2)(a) 1, 310.02(2)(e) 3, 310.03(a)(m) 1 (8), 310.03 (m) 2 (10), 409.05(a)(b), and 409.06(j)(1). This is due to your failure to renew your license with supporting documents such as State Clarification, State Liquor Renewal and Liquor Liability Insurance, City of Saint Paul renewal application, Worker Compensation forms, Proof of MDH Restaurant License and failure to pay license fees. Your license will stay suspended until you cure these issues.

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 **October 28, 2024**, 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 and suspension of your License.

2. You can pay the $500 matrix penalty and complete the renewal process including payment of the renewal fee. 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 **October 28, 2024**. Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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

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Civil Division, 15 Kellogg Blvd. West, 400 City Hall
Saint Paul, MN 55102
Tel: 651-266-8571| Fax: 651-298-5619

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 October 28, 2024, I will assume that you do not contest the suspension of your License and 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,

Sly Onyia
Assistant City Attorney
License No. 0402320

Cc: Charles Carter, 1700 90th Street West, Bloomington, MN 55431
Rondo Pullman Porters Corner LLC, 976 Rondo Avenue, Saint Paul, MN 55104-5419
Jens Werner, Executive Director, Summit University Planning Council, 375 Selby Avenue # 9, Saint Paul, MN 55102

Attachments: Saint Paul Legislative Code §310.02(2)(a) 1
Saint Paul Legislative Code §310.02(2)(e) 3
Saint Paul Legislative Code §310.03(a)(m) 1 (8)
Saint Paul Legislative Code §310.03 (m) 2 (10)
Saint Paul Legislative Code §409.05(a)(b)
Saint Paul Legislative Code §409.06(j)(1)

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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: 651-266-8571| Fax: 651-298-5619

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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. 310.02. - Uniform 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 by license type.

1) *Class R Licenses.*

(a) *Application.*

1. *Form.* All applicants for a Class R License issued pursuant to these chapters must make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, 01s, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below, are received and approved.
2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances heretofore or hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue or renew a license if it is found that:
   (a) The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;
   (b) The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or
   (c) The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued or renewed because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name;

business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.

5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming evidence of rehabilitation as outlined in Minn. Stats. § 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.
6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.
7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain such criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator

or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee for investigation and recommendation.

(c) *Application denial.*

1. Denial of a Class R License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.*

1. Upon verification that an application for a Class R License is substantially complete, the notification requirements outlined in ENS Chapter A-11(11)(c) must be followed and the required ENS notice must be provided within two (2) public business days.

(e) *Levels of approval:*

1. *Approval recommended without conditions.* Where an application for the grant, issuance or renewal of a Class R License meets all the requirements of law, and there exists no grounds for denial, revocation or suspension of, or the imposition of conditions upon, such license, the director must grant, issue, or renew said license in accordance with the application.
2. *Approval recommended with conditions.* If upon review of an application for the grant, issuance, or renewal of a Class R 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 section 310.03.
3. If the prospective licensee does not object to the proposed conditions, the director will request that the matter be placed on the council consent agenda. The director shall notify the prospective licensee.
4. If the prospective licensee objects to the conditions proposed by the director, the director must follow the hearing procedures outlined in Saint Paul Legislative Code Section 310.03 and refer the matter to a hearing examiner.
5. Revocation or suspension. If the director determines that the renewal application for the renewal of a license does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class R License the director will follow the hearing procedures as 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 R 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 public 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.*

1. Class R Licenses may be automatically renewed by the director.
2. No waiver by renewal. The renewal of a Class R License will not be deemed to be a waiver of any past violations or of any grounds for imposition of adverse action against such license.

2) *Class N Licenses.*

(a) *Application.*

1. *Form.* All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved.
2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances heretofore or hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue or renew a license if it is found that:

(a) The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;

(b) The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or

(c) The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued or renewed because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name; business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.
5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming that they have evidence of rehabilitation as outlined in Minn. Stats. § 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.
6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an

interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.

7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain such criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, as may be involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee and inspections for investigation and recommendation.

1. *Verification of Class N License District Council Notification Form.* the director must take reasonable efforts to ensure that the district council has notified the department by email that the Class N License District Council Notification Form has been received.

(c) *Application denial.*

1. Denial of a Class N License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.*

1. Upon receipt of an application for a Class N License, the notification requirements outlined in ENS Chapter A-11(11)(c) must be followed.

   The application must then be reviewed and once the director deems the application fully reviewed as required by these chapters and makes a recommendation, both the notice requirements outlined in ENS Chapter A-11 (14) and the required mailing must be provided. Notices must describe the license application received, staff recommendations (e.g., any conditions) and the process for public comment and objections.

   (a) Required mailing. The director must notify by mail all owners and occupants who own property or reside within three hundred fifty (350) feet of the establishment to which the license is to be issued, of any such application, said three hundred fifty (350) feet

being calculated and computed as the distance measured in a straight line from the property line of the building where the prospective license will be located to the property line owned, leased or under the control of the resident and owners of the existence of an application and set the deadline for public comment at least fifteen (15) days after the date of mailing. The director must submit to the council a list of the names and addresses of each person or organization to whom notice was sent, and certification of such list by the director will be conclusive evidence of such notice and such notice will be attached to the resolution before council.

(b) The failure to give mailed notice to owners or occupants residing within three hundred fifty (350) feet, or to community organizations, or defects in the notice, does not invalidate the council approval provided a bona fide attempt to comply with this section has been made. A bona fide attempt is evidenced by a notice addressed to "owner" and to "occupant" of the listed address. Only one (1) notice need be mailed to each house or each rental unit within a multiple-family dwelling regardless of the number of occupants.

(c) *Notice requirement not applicable in downtown business district.* The notification requirements of this section shall are not be applicable where the license is to be transferred to a place located within the downtown business district. For purposes of this section, downtown business district shall includes all that portion of the City of Saint Paul lying within and bounded by the following streets: Beginning at the intersection of Shepard Road with Chestnut Street, Chestnut Street to Interstate Freeway 35E, Interstate Freeway 35E to Tenth Street, Tenth Street to Interstate Freeway 94, Interstate Freeway 94 to Lafayette Bridge, Lafayette Bridge to where the bridge crosses over Warner Road, Warner Road to the Wabasha Bridge, the Wabasha Bridge across the Mississippi River to the water line on the south bank of the river, thence in a westerly direction along the shore line to the point at which it intersects with "Line A," and then in a straight line across the Mississippi River to the intersection of Chestnut Street with Shepard Road. The location and legal description of "Line A" is indicated on the map attached hereto and incorporated and adopted herein by reference.

(e) *Levels of Approval.*

1. *Approval with or without conditions.* All Class N Licenses require council approval. If there are no conditions or the prospective licensee does not object to the proposed conditions, the director will request that the matter be placed on the council consent agenda. The director will notify the prospective licensee.

2.

If the prospective licensee objects to the conditions proposed by the director and/or the conditions added by the legislative hearing officer after a hearing, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310 03 and refer the matter to a hearing examiner.

3. *Revocation or suspension.* If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03.

(f) *Objections.* If the director is recommending issuance of the Class N License, but the affected neighborhood organization(s) or other interested persons give notice within the fifteen (15) day period for public comment of objection to issuance of the license, the director must refer the matter for a hearing before the legislative hearing officer.

a. The legislative hearing officer will set a hearing date and give notice of the time, place, and date of the hearing to the affected neighborhood organizations(s) and the applicant.

b. At the hearing, the legislative hearing officer will take testimony from all interested persons.

c. If the applicant cannot agree with license conditions suggested by the legislative hearing officer, the legislative hearing officer will make a recommendation to the council as to whether the matter should be referred for a hearing before an independent hearing examiner in accordance with the procedures set forth in section 310.03.

d. After the legislative hearing, the legislative hearing officer must prepare a report and recommendations for council and set the matter on the council consent agenda.

If no objections are received, the legislative hearing officer will notify the director and have the matter placed on the council consent agenda. The director will notify the applicant and the affected neighborhood organizations established for citizen participation purposes of the placement of the application on the council agenda.

(g) *Renewal procedures.*

1. *Renewal procedures.* Class N Licenses may be automatically renewed by the director.
2. *No waiver by renewal.* The renewal of a Class N License will not be deemed to be a waiver of any past violations or of any grounds for imposition of adverse action against such license.

3) *Class T Licenses (Temporary).*

(a) *Application.*

1.

Form. All applicants for a Class T License issued pursuant to these chapters will make original applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved.

2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue a license if it is found that:
    a. The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;
    b. The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or
    c. The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name; business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.
5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming that they have evidence of rehabilitation as outlined in Minn. Stats. 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based

solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.

6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.
7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain any pertinent criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, as may be involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee for investigation and recommendation.

(c) *Application denial.*

a. Denial of a Class T License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.* There is no notice requirement for Class T licenses.

(1) 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 310.05, 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.
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. 409.05. - On- and off-sale licenses; term; fees.

(a) *Term.* All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license.

(b) *License fees, on-sale; semiannual installments.* The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal.

(c) *On-sale license; replacement after revocation.* If, for any reason, the on-sale license in this chapter provided for is revoked by the council of the City of Saint Paul, no replacement license shall be issued until the full license fee for the new license due for the remainder of the license year is first paid; provided, however, that in no event shall a licensee pay less than the applicable annual license fee together with the applicable issuance tax for a license, or combination of licenses, during a license year.

(d) *Increase in on-sale license fee; notice to licensees.* The director is hereby directed to notify in writing via U.S. mail all on-sale licensees of the public hearing date for council consideration of any amendments to this section increasing the license fees. At said public hearing, the department of safety and inspections must present evidence to the council showing the relationship between the proposed fee increase and the costs borne by the city for liquor-related regulating and policing.

(e) *Late fees.* Notwithstanding the provisions of section 310.01, an applicant for renewal of an on-sale liquor license must be charged a late fee in an amount of ten (10) percent of the installment due for such license for each thirty-day period or portion thereof which had elapsed after the expiration date of such license or semiannual period, and the late fee must not exceed fifty (50) percent of the annual life.

(f) *Annual license fees for clubs and private clubs.* The annual license fee for a club and a private club must be in conformity with Minnesota Statutes, Section 340.408, subdivision 2(b).

(g) *License fee lawful gambling locations.* The license fee for lawful gambling locations must be as provided in section 310.01 of the Legislative Code.

(h) *Application with family members.* Notwithstanding subsection (a) of this section, where an existing on-sale intoxicating liquor license holder makes application for a new on-sale license for the same location together with one (1) or more family members as additional license holders, the term of the new license must coincide with the end of the existing license and end on the same date. No additional license fee for the new license must be paid for the remainder of the term of the existing license, so long as the license fees for the existing license are fully paid. The normal license fee must be paid in any case for the remainder of the term of the existing license.

Each additional family member becoming a license holder must fill out an application form for purposes of the background investigation by the license division and provide such other information as may reasonably be required by the license division and must pay a fee with the application in an amount as set forth in section 310.01 of the Saint Paul Legislative Code. The term "family members," for the purpose of this subsection shall include parents, children, grandchildren, brothers and sisters, together with the spouses of such parents, children, grandchildren, brothers and sisters.

(i) *Fee waived for government agencies.* The fee for any license under Chapter 409 must be waived for any license issued to and used by a division or department of the city.

(Ord 22-47, § 6, 11-9-22)

Sec. 409.06. - Licensing requirements.

For Class N licenses issued under this chapter, the Uniform License Procedures laid out in Chapter 310.02(2) of the Saint Paul Legislative Code pertaining to applications, new applications investigation and review, notice, levels of approval, objections and renewal procedures for Class N licenses apply.

For any Class T or temporary license issued under this chapter, the Uniform License Procedures laid out in Chapter 310.02(3) of the Saint Paul Legislative Code pertaining to applications, new applications investigation and review, notice, levels of approval, objections and renewal procedures for Class T licenses apply.

(a) *Application.* In accordance with Saint Paul Legislative Code Section 310.02(2)(a) and Minnesota Statute 340A.412, Subd. 2a. Any person desiring a license to sell intoxicating liquor must make their verified application in writing upon a form prescribed by the liquor control commissioner of the state and with any additional information as the City requires.

(b) Notice requirements for applications to sell intoxicating liquor are outlined in the Uniform License Procedures for Class N licenses section of 310.02(2)(d) of the Saint Paul Legislative Code.

(c) *One license only.* With the exception of off-sale brewers who meet the requirements under Minn. Stat. § 340A.29 more than one (1) off-sale retailer's license may be directly or indirectly issued to any one (1) person or for any one (1) place in this city, nor may any retailer's off-sale license be directly or indirectly issued for any place for which a license of another class has been granted. It is not a violation of this paragraph for a person who owns, directly or indirectly, or who has an interest in any intoxicating liquor license in this city additionally to own directly or indirectly or to have an interest in one (1) or more corporations owning or operating a hotel holding an intoxicating liquor license in connection therewith; provided, that such hotel must have at least one hundred fifty (150) or more rental units.

(d) *Premises of license.* No on-sale or off-sale license is effective beyond the compact and contiguous space named in such license and for which the same was granted, except that an on-sale license granted for sales in the dining room of any hotel may permit sales of liquor with meals in additional dining rooms open to the public and specified in the license if meals are regularly served to guests therein. If meals are regularly served to guests in guest rooms in any such hotel, liquor may be sold in such guest rooms but only with meals; provided, that such guest rooms must be specified in the license granted. No sales may be made upon the premises of an on-sale licensee except upon the ground floor; provided, however, that this limitation does not apply to a hotel duly licensed to sell on another floor as in this section provided; and provided further, that a licensee shall be permitted to sell at a place in a building other than the ground floor if a license has been granted for sales on a floor other than such ground floor. Licenses granted to a private nonprofit college need not be compact

and contiguous as long as the space described is on the premises of the private nonprofit college. All licenses granted hereunder must set forth the exact location within the building structure where such sales may be made and no sale is permitted except in that part of the premises defined in the license, except as provided in the following subsection (e).

(e) *Seasonal outside service areas.* The council may, by resolution, permit any licensee to sell or serve intoxicating liquors in areas outside the building structure on public or private property which are compact and contiguous with the structure containing the licensed premises. Property which is not connected to the licensed premises cannot be used as an outside service area if it is located across a right-of-way such as a street or alley; however curbside seating may be allowed at a sidewalk café subject to the restrictions of Chapter 106 of the Saint Paul Legislative Code. Such outside service areas shall be seasonal, and must not involve an enlargement of the building structure. The seasonal outside service area license will not be granted unless all the conditions of subsections (1) through (7) and all pertinent provisions of the zoning code are satisfied.

(1) Seasonal outside seating area permits follow the uniform license procedures for the grant, issuance or transfer of the license, new application investigation and review, notice, levels of approval, objections and renewal procedures for Class N licenses laid out in Saint Paul Legislative Code Section 310.02 (2) and 310.09 except that in the event that the council wishes to revoke a seasonal outside seating area permit, the procedures outlined in Subd. 4 must be followed.

(2) No outside service area is permitted unless the licensee provides, in addition to other requirements of law, safety barriers or other enclosures to protect patrons from any hazards, including vehicular traffic.

(3) No outside service area may be located on public property or upon any street, alley or sidewalk, nor may such outside service areas hinder or obstruct vehicular or pedestrian traffic on any street, alley or sidewalk. Notwithstanding the foregoing, the sale and service of alcoholic beverages within a sidewalk cafe which is in compliance with the provisions of section 106.01 of the Legislative Code, is permitted.

(4) In addition to the levels of approval and grounds for denial or revocation laid out in Saint Paul Legislative Code Section 310.02 (2), the council may, by resolution, impose conditions on or deny any application for an outside service area where it has reason to believe, or may revoke its permission for such an outside service area where it is satisfied, that the impact of such outside service area on adjoining property will be, or has been, any of the following:

a. Loud, boisterous or disturbing noise levels;

b. Hazardous traffic conditions;

c. Offensive, obnoxious or disturbing odors;

d. Excessive litter;

e. Excessive artificial lighting;

f. Substantial decrease in adjoining property values; or

g. Any other condition inconsistent with the reasonable use and enjoyment of adjoining property and inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community.

(5) *Revocation of a seasonal outside seating area permits.* Permission to sell and serve intoxicating liquor in or upon any outside service area may be revoked by the council on three (3) days' notice to the licensee, pursuant to information received at a public hearing before said council. The information need not be received under oath but must reasonably satisfy the council as to the existence of any or all of the conditions listed in subparagraph (4). The public hearing must be conducted with such formal or informal procedures as the council may permit, so long as the licensee and any complaining parties have an opportunity to be heard.

(6) The licensee shall, with respect to any outside service area, comply with all applicable provisions of law and regulations in regard to the sale and service of intoxicating liquor, including, without limitation by reason of this specification, all applicable regulations contained all sections of this chapter.

(7) *Private nonprofit colleges.* Private nonprofit colleges may sell or serve intoxicating liquors in areas outside of building structures as long as said areas are clearly described in the application materials submitted under section 409.06(a)(2). Such areas are exempt from the additional public hearing and consent process described in section 409(g), subdivisions 1 and 2.

(f) *Zoning restrictions.* No license may be issued for premises located within an area wherein such use of the premises is prohibited by the zoning code, nor within an area where such sales are forbidden by the state law or any other ordinance of the city. A license issued to a private nonprofit college must not be issued for premises located within an area where such sales are prohibited by state law.

(g) *Off-Sale License location restrictions.* These restrictions do not apply to off-sale/brew pub license, off-sale brewery licenses, small brewer off-sale—128 ounces licenses or off-sale micro-distillery licenses.

(1) No off-sale license may be issued for any place where nonintoxicating malt beverages are sold for consumption on the premises.

(2) No off-sale license may be issued to any location within a half-mile radius of any existing off-sale establishment, subject to the following exceptions:

a. In the downtown business district, the distance restriction is reduced to a radius of three hundred (300) feet.

b. For off-sale liquor establishments outside of the downtown business district that were licensed prior to January 15, 2003, the council may waive the half-mile distance restrictions provided that council finds by resolution that:

1. The off-sale liquor establishment is relocating to a location that is within one-half (½) mile radius of its current location; and
2. The relocation of the off-sale liquor establishment is related to hardship or circumstances outside of the licensee's control; and
3. The new location of the off-sale liquor establishment meets the intent of the ordinance in preventing the over-concentration of off-sale liquor establishments; and
4. The new location of the off-sale liquor establishment is not inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community. Factors which may be considered include, but are not limited to, the following: the likelihood of increased noise, traffic, litter, loitering or unlawful behavior by patrons of the establishment, excessive artificial lighting, substantial decrease in adjoining property values, and the extent to which any of the potential problems can be addressed by conditions on the license.

(3) No license may be issued for an off-sale location which is within three hundred (300) feet of residentially zoned property, a park or a licensed child-care center, said three hundred (300) feet being calculated and computed as the distance measured from the property line of the premises or building proposed as the location for the off-sale liquor license to the property line of any residentially zoned property, park or child care center in the area for which the license is sought.

a. The council may waive the restrictions set forth in paragraph (3) above relating to distance if it makes findings that such a license is not inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community. Factors which may be considered include, but are not limited to, the following: the likelihood of increased noise, traffic, litter, loitering or unlawful behavior by patrons of the establishment, excessive artificial lighting, substantial decrease in adjoining property values, and the extent to which any of the potential problems can be addressed by conditions on the license.

b. A request to vary the license location restrictions must be noticed in accordance with the uniform procedures for Class N licenses laid out in Saint Paul Legislative Code Section 310.02(2) (d) and approved per Saint Paul Legislative Code Section 310.02(2)

(e).

c. An establishment holding a valid license on the effective date of this amendment is not affected by this limitation and will be entitled to have such license renewed so long as they are in compliance with all other requirements of law and there exist no grounds for adverse action against such license.

(h) *Other required permit.* No license granted hereunder is effective until a permit is issued to such licensee by the United States if any such permit is, in fact, required.

(i) *State restrictions.* No license may be issued to any person in connection with the premises of another to whom no license could be issued under the provisions of the state liquor control act; provided, however, that this provision must not prevent the granting of a license to a proper lessee by reason of the fact that they are leasing the premises of a minor, noncitizen or a person who has been convicted of a crime other than a violation of this chapter or the liquor control act.

(j) *Renewals.*

(1) An on-sale license renewal may be denied for any licensee who is delinquent in any payment or contribution to a health and welfare trust or pension trust.

(2) *On-sale.* Renewal of on-sale licenses are subject to the provisions of Minnesota Statute 340A.412, Subd. 13 and may not be renewed if the holder of the license has not made on-sales authorized by the license at any time during the one-year period immediately prior to the date of the renewal:

i. Subject to of Minnesota Statute 340A.412, Subd. 13., if on or before the expiration of the license the licensed business has discontinued its operation or closed for any reason, the council must l, by resolution, renew said license only upon the condition that the licensee must reopen and restore the licensed business to full operation within the terms of the renewed license, or in the alternative, that the licensee must make application for and obtain passage, approval and publication of a resolution for the transfer of said license within the term of the renewed license to another person.

ii. No license issued upon condition pursuant to this subsection may be further renewed unless one (1) or the other of the above conditions has been fully met; provided, however, that the council may reissue a license for a business which has not been in full operation during the prior license year if the licensed premises were acquired by eminent domain or under the threat of eminent domain and the licensee has made a good faith attempt to relocate the business to another location.

(3) *Off-sale.* If on or before the expiration of an off-sale license, the licensed business has discontinued its operation or closed for any reason, the council may, by resolution, renew said license only upon the condition that the licensee must reopen and restore the

licensed business to full operation within the terms of the renewed license. In the alternative, the licensee may make application for and obtain passage, approval and publication of a resolution for the transfer of said license within the term of the renewed license to another person.

i. No license issued upon condition pursuant to this subsection may be further renewed unless one (1) or the other of the above conditions has been fully met; provided, however, that the council may reissue a license for a business which has not been in full operation during the prior license year if the licensed premises were acquired by eminent domain or under the threat of eminent domain and the licensee has made a good faith attempt to relocate the business to another location.

(k) *Off-sale license location restrictions.* No license may be issued for any premises located within three hundred (300) feet from any school, said three hundred (300) feet being calculated and computed as the distance measured from the property line of the premises or building proposed as the location for the liquor license to the property line of any school in the area for which the license is sought until the notice and approval provisions outlined under Saint Paul Legislative Code Section 310.02(2)(c) and (d) are followed. This prohibition does not apply to on-sale wine and culinary licenses issued under section 409.13, off-sale brewer licenses issued under Minn. Stat., § 340A.301, subdivision 6(d), brewer taproom licenses issued under section 409.24, a license issued to a private nonprofit college, or licenses issued or located within the Downtown Business District.

Any licenses in force and effect on November 10, 1962, the location of which license is in conflict with the provisions hereof, may be renewed, transferred or otherwise dealt with in accordance with law, it being the intent of this paragraph that it be applied prospectively for proposed locations of licenses, and further it being the intent of this paragraph that the limitations set forth in this paragraph will, in no manner be applicable to any hotel or motel.

(l) *Unlawful use of weapons.* If during any twelve-month period there are reported two (2) or more incidents involving unlawful use or handling of firearms, assault weapons or knives, as defined in section 225.01, on any licensed on-sale premises, a public hearing must be conducted by the council. Any adverse action may be considered by the council pursuant to the hearing provisions of section 310.05.

(m) *Prohibited interests.* A holder of a license as a manufacturer, brewer or wholesaler may not have any interest or ownership, in whole or in part in a business holding a retail intoxicating liquor license or in the license so held, but a manufacturer or wholesaler of intoxicating or nonintoxicating liquor may use or have property rented for retail intoxicating liquor sales if the manufacturer or wholesaler has owned the property continuously since November 1, 1933. This provision does not apply to off-sale/brew pub licenses, off-sale brewery licenses or small brewer off-sale 128 ounce licenses.

(n) *Prohibited interests: off-sale/brew pub, off sale brewery, small brewer off-sale 128 ounces.* A brewer holding an off-sale/brew pub, off-sale brewery or a small brewer off-sale 128 ounces license may hold or have an interest in other retail on-sale licenses but may not have an ownership interest in whole or in part, or be an officer, director, agent, or employee of, any other manufacturer, brewer, importer, or wholesaler or be an affiliate thereof whether the affiliation is corporate or by management, direction, or control. Notwithstanding this prohibition, a brewer holding an off-sale/brew pub, off-sale brewery or a small brewer off-sale 128 ounces license may be an affiliate or subsidiary company of a brewery licensed in Minnesota or elsewhere if that brewer's only manufacture of malt liquor is:

(1) Manufacture licensed under Minn. Stat. § 340A.301, Subd. 6, clause (d);

(2) Manufacture in another state for consumption exclusively in a restaurant located in the place of manufacture; or

(3) Manufacture in another state for consumption primarily in a restaurant located in or immediately adjacent to the place of manufacture if the brewer was licensed under Minn. Stat. § 340A.301, Subd. 6, clause (d), on January 1, 1995. Except as provided in Minn. Stat. § 340A.301, Subd. 7a, no brewer as defined in Minn. Stat. § 340A.304, Subd. 7a or importer may have any interest, in whole or in part, directly or indirectly in the license, business, assets, or corporate stock of a licensed malt liquor wholesaler.

(o) *Interest.* For the purposes of paragraphs (m) and (n) of this section, the term "interest":

(1) Includes any pecuniary interest in the ownership, operation, management or profits of a retail liquor establishment, and a person who receives money from time to time directly or indirectly from a licensee, in the absence of consideration and excluding gifts or donations, has a pecuniary interest in the retail license; and

(2) Does not include loans, rental agreements; open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures, supplies to the establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a liquor license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license; and

(3) In determining whether an "interest" exists, the transaction must have been bona fide, and the reasonable value of the goods and things received as consideration for a payment by the licensee and all other facts reasonably tending to prove or disprove the existence of a purposeful scheme or arrangement to evade the restrictions of this paragraph must be considered.

(p)

Nonconforming clubs; transition. The restrictions and requirements in sections 409.06(f), 409.06(k), and 409.08(11) of this chapter do not apply to licenses issued to a club under this chapter which at the time of application for an on-sale license held a private club license under former chapter 404 of this Code for the same premises for which a license hereunder is sought or will be issued, for so long as the on-sale license remains at that location and the licensed premises is neither enlarged nor transferred. Such licensed premises will be deemed a lawful nonconforming use under the zoning code.

(Ord 22-47, § 7, 11-9-22)

City of Saint Paul

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

Signature Copy

Resolution: RES 24-1786

File Number: RES 24-1786

Directing the Department of Safety and Inspections to proceed with the $500 matrix penalty and license suspension adverse action against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license ("License") held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant under License ID #20190000107 for the premises located at 976 Rondo Avenue, in Saint Paul ("Licensed Premises"), which is owned by Charles Carter was the subject of adverse action pursuant to an October 16, 2024, Notice of Violation and Request for Imposition of $500 Matrix Penalty and License Suspension (Notice") in which the Department of Safety and Inspections ("Department") provided notice to the Licensee of its intent to suspend license until licensee renewed their license, paid the fee payment to renew license, and submitted the supporting documents required, and move forward with adverse action supported by Saint Paul Legislative Code §310.03; 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 of 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 §310.02(2)(a)1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria…"

Saint Paul Legislative Code §310.02 (2)(e)(3) states: "*Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist no grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code §310.03."

Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

Saint Paul Legislative Code §310.03(m) states: a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.03 (a)(m)1(8) states: Failure to pay license fees can lead to a the suspension of a license for a first time violation and revocation of a license for a second violation.

Saint Paul Legislative Code §310.03 (m)2(10) states: Failure to make application for license renewal prior to license expiration date for a first violation is $500.00.

Saint Paul Legislative Code §310.04(b)(14) states: "The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license."

Saint Paul Legislative Code § 409.05(a) states: "*Term.* All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

Saint Paul Legislative Code § 409.05(b) states: "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of the issuance or renewal."

Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, the Licensee had failed to provide required information, the Department of Safety and Inspections will recommend a $500 matrix penalty and license suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license application based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a $500 matrix penalty and license suspension; and

WHEREAS, the Notice laid out options for the Licensee:

"You have four (4) options on how 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 **October 28, 2024,** 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 and suspension of your License.

2. You can complete the renewal process including payment of the renewal fee and vehicle inspections. 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 **October 28, 2024**. Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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 October 16, 2024, providing that you respond by October 28, 2024, on whether you contest the proposed adverse action; and

WHEREAS, on November 5, 2024, the City Attorney's Office contacted the Department of Safety and Inspections to confirm whether the requested documents had been received and was informed that they have not heard from the Licensee/or received the requested documents.

WHEREAS, the Notice stated if the Licensee failed to contest to the denial of the license application, that the matter would be placed on the City Council Agenda to impose the recommended penalty; now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby to pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections in violation of Saint Paul Legislative §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

At a meeting of the City Council on 12/11/2024, this Resolution was Passed.

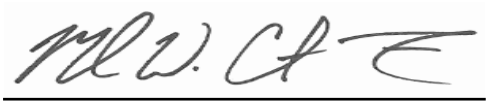
Yea: 6 Councilmember Noecker, Councilmember Jalali, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Yang

Vote Attested by Council Secretary Shari Moore

Date 12/11/2024

Approved by the Mayor 

Melvin Carter III

Date 12/18/2024

City of Saint Paul

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

Signature Copy

Resolution: RES 25-473

File Number: RES 25-473

Directing the Department of Safety and Inspections to suspend the Liquor On Sale-100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license against the Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, on October 16, 2024, Notice of Violation and Request for Imposition of $500 Matrix Penalty and License Suspension (Notice") was sent to the Applicant in which the Department of Safety and Inspections ("Department") provided notice to the Applicant of its intent to suspend license until licensee renewed their license, paid the fee payment to renew license, and submitted the supporting documents required, and move forward with adverse action supported by Saint Paul Legislative Code §310.03; and

WHEREAS, the Notice laid out the basis for adverse action and the Legislative Code upon which the Department was relying on 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 of 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 §310.02(2)(a)1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria…"

Saint Paul Legislative Code §310.02 (2)(e)(3) states: "*Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist no grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code §310.03."

Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

Saint Paul Legislative Code §310.03(m) states: a presumptive penalty of $500 for a first-time

violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.03 (a)(m)1(8) states: Failure to pay license fees can lead to a the suspension of a license for a first time violation and revocation of a license for a second violation.

Saint Paul Legislative Code §310.03 (m)2(10) states: Failure to make application for license renewal prior to license expiration date for a first violation is $500.00.

Saint Paul Legislative Code §310.04(b)(14) states: "The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license."

Saint Paul Legislative Code § 409.05(a) states: "*Term.* All licenses for the sale of intoxicating liquor are to be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

Saint Paul Legislative Code § 409.05(b) states: "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of the issuance or renewal."

Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, on December 11, 2024, a resolution was passed RES 24-1786 **(Exhibit 1),** approving that the Applicant pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections.

WHEREAS, the Applicant had failed to pay the $500 matrix penalty and license suspension, complete the renewal process and provide required documents, the Department of Safety and Inspections will recommend a suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a suspension of license; now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby suspended in violation of the Saint Paul Legislative Codes §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

At a meeting of the City Council on 3/26/2025, this Resolution was Passed.

Yea: 5 Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Noecker

Vote Attested by Council Secretary Shari Moore **Date** 3/26/2025

Shari Moore

Approved by the Mayor **Date** 3/27/2025

Melvin Carter III

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

AFFIDAVIT OF SERVICE BY U.S. MAIL

Megan Marcouiller, being first duly sworn, deposes and says that on the 21st day of May she served the attached **NOTICE OF VIOLATION AND REQUEST FOR REVOCATION OF LICENSE** and a correct copy thereof in an envelope addressed as follows:

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

Charles Carter
1700 90th Street West
Bloomington, MN 55431

Rondo Pullman Porters Corner LLC
976 Rondo Ave.
Saint Paul, MN 55104-5419

Jens Werner-Executive Director
Summit University Planning Council
375 Selby Avenue # 9
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.

M. Marcouiller
Megan Marcouiller

Subscribed and sworn to before me
This 21st day of May 2025

Christine M. Haas
Notary Public

CHRISTINE M. HAAS
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

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

May 21, 2025

NOTICE OF VIOLATION AND
REQUEST FOR REVOCATION OF LICENSE

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

RE: Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant for the premises located at 976 Rondo Avenue, in Saint Paul.
License ID #: 20190000107

Dear Licensee:

The Department of Safety and Inspections ("Department") has recommended adverse action against the Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC ("Licensee") herein for the premises known as Taste of Rondo Restaurant located at 976 Rondo Avenue. (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."

The Saint Paul City Attorney's Office does not discriminate based on race, color, national origin, religion, sex/gender, disability, sexual orientation, gender identity, age, or veteran status in the delivery of services or employment practices.

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Saint Paul Legislative Code Section 310.04(b) states:

(b) "*Basis for action*. Such adverse action may be based on one (1) or more of the following reasons, which are in addition to any other reason specifically provided by law or in these chapters."

Saint Paul Legislative Code §310.03 (m) provides for a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.02 (2)(a) 1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved."

Saint Paul Legislative Code §310.02 (2)(e) 3 states: "*Levels of Approval. Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03."

Saint Paul Legislative Code §310.03 (a)(m) 1 (8) & 310.03 (m) 2 (10): "Presumptive penalties for certain violations" shown below:

Type of Violation	1st	2nd	3rd	4th
(8) Failure to pay license fees	Suspension	Revocation		
(10) Failure to make application for license renewal prior to license expiration date.	$500.00	6-day suspension	18-day suspension	Revocation

Saint Paul Legislative Code §409.05 (a)(b) states:

(a) "*Term*. All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of the issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

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(b) "*License fees, on-sale; semiannual installments.* The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal."

Saint Paul Legislative Code §409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

Adverse Action Recommendation:

The Department of Safety and Inspections will recommend a revocation of license for violating Saint Paul Legislative Code § 310.01, § 310.02(2)(a) 1, 310.02(2)(e) 3, 310.03(a)(m) 1 (8), 310.03 (m) 2 (10), 409.05(a)(b), and 409.06(j)(1).

Factual Basis for Revocation of license:

On October 9, 2024, the City Attorney's Office received a Full Request for Action from the Department of Safety and Inspections (DSI), to move forward with an adverse action against the Taste of Rondo Restaurant.

On October 16, 2024, you were served with a Notice of Violation for a $500 matrix penalty and license suspension. You were to respond to the Notice by October 28, 2024. You failed to pay the $500 penalty fee, complete the renewal process and provide all required documents to DSI by the deadline, as a result the matter was put on City Council's Consent Agenda for approval of the recommended penalty.

On January 7, 2025, a resolution (RES 25-1786), was passed by City Council for the approval of the $500 matrix penalty and license suspension as the recommended penalty.

On January 16, 2025, DSI mailed a Notice of City Council Action letter, to you. You were advised to pay the $500 matrix penalty fee by February 14, 2025. The City Attorney's Office and DSI have not received a payment of the $500 matrix penalty fee, to date.

On March 14, 2025, a resolution (RES 25-473), was passed by City Council and your license was suspended.

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SAINT PAUL
CITY ATTORNEY

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Because you have failed to provide payment of the $500 matrix penalty fee, failed to complete the renewal process, and failed to provide all requested documents in a timely manner, DSI is recommending revocation of the Licenses you hold.

You have four (3) options to proceed:

1. You may do nothing. If I have not heard from you by **June 2, 2025**, I will presume that you have chosen not to contest the revocation of your Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license and the matter will be placed on the City Council Consent agenda for imposition of the proposed adverse action and revocation of your Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location licenses.

2. If you wish to admit the facts but you contest the revocation of your Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license, 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 **June 2, 2025.** The matter will then be scheduled before the City Council to determine whether to revoke your license. You will have an opportunity to appear before the Council and make a statement on your own behalf.

3. 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 **June 2, 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.

4. If you prefer to cancel your license, you can fill out the enclosed Request to Cancel form no later than **June 2, 2025**, and provide it to the Department of Safety and Inspections located at, 375 Jackson Street, Suite 220, Saint Paul, MN 55101-1806. If you wish to speak to someone at the Department of Safety and Inspections you can give them a call at 651-266-8989. The Department of Safety and Inspections will guide you accordingly with the process of cancelling your license application.

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).

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SAINT PAUL
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If you have not contacted me by June 2, 2025, I will assume that you do not contest the revocation of your Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license. 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

Cc: Charles Carter, 1700 90th Street West, Bloomington, MN 55431
Rondo Pullman Porters Corner LLC, 976 Rondo Avenue, Saint Paul, MN 55104-5419
Jens Werner, Executive Director, Summit University Planning Council, 375 Selby Avenue # 9, Saint Paul, MN 55102

Attachments: Notice of Violation for a $500 matrix penalty and license suspension (PACKET) – 10/16/2024
RES 25-1786 – 01/07/2025
Notice of City Council Action Letter – 01/16/2025
RES 25-473 – 03/14/2025
Request to Cancel Form
Saint Paul Legislative Code §310.01
Saint Paul Legislative Code §310.04(b)
Saint Paul Legislative Code §310.04(14)
Saint Paul Legislative Code §379.03(a)
Saint Paul Legislative Code §379.03(b)

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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 sixteenth day of October she served the attached **NOTICE OF VIOLATION AND REQUEST FOR IMPOSITION OF $500 MATRIX PENALTY AND LICENSE SUSPENSION** and a correct copy thereof in an envelope addressed as follows:

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

Charles Carter
1700 90th Street West
Bloomington, MN 55431

Rondo Pullman Porters Corner LLC
976 Rondo Ave.
Saint Paul, MN 55104-5419

Jens Werner-Executive Director
Summit University Planning Council
375 Selby Avenue # 9
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 sixteenth day of October 2024

Notary Public

KAREN M. DOUMANY
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

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: 651-266-8571| Fax: 651-298-5619

October 16, 2024

NOTICE OF VIOLATION
AND REQUEST FOR IMPOSITION OF
$500 MATRIX PENALTY AND LICENSE SUSPENSION

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

RE: Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant for the premises located at 976 Rondo Avenue, in Saint Paul.
License ID #: 20190000107

Dear Licensee:

The Department of Safety and Inspections ("Department") has recommended adverse action against the Liquor On Sale – 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location License held by Taste of Rondo LLC ("Licensee"). Taste of Rondo Restaurant located at 976 Rondo Avenue (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 §310.03 (m) provides for a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

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Saint Paul Legislative Code §310.02 (2)(a) 1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved."

Saint Paul Legislative Code §310.02 (2)(e) 3 states: "*Levels of Approval. Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03."

Saint Paul Legislative Code §310.03 (a)(m) 1 (8) & 310.03 (m) 2 (10): "Presumptive penalties for certain violations" shown below:

Type of Violation	1st	2nd	3rd	4th
(8) Failure to pay license fees	Suspension	Revocation		
(10) Failure to make application for license renewal prior to license expiration date.	$500.00	6-day suspension	18-day suspension	Revocation

Saint Paul Legislative Code §409.05 (a)(b) states:

(a) "*Term*. All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of the issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

(b) "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal."

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OFFICE OF THE CITY ATTORNEY
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Saint Paul Legislative Code §409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

Adverse Action Recommendation:

The Department of Safety and Inspections will recommend a $500.00 matrix penalty and suspension of your license for violating Saint Paul Legislative Code § 310.02(2)(a) 1, 310.02(2)(e) 3, 310.03(a)(m) 1 (8), 310.03 (m) 2 (10), 409.05(a)(b), and 409.06(j)(1). This is due to your failure to renew your license with supporting documents such as State Clarification, State Liquor Renewal and Liquor Liability Insurance, City of Saint Paul renewal application, Worker Compensation forms, Proof of MDH Restaurant License and failure to pay license fees. Your license will stay suspended until you cure these issues.

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 **October 28, 2024**, 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 and suspension of your License.

2. You can pay the $500 matrix penalty and complete the renewal process including payment of the renewal fee. 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 **October 28, 2024**. Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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

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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 October 28, 2024, I will assume that you do not contest the suspension of your License and 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,

Sly Onyia
Assistant City Attorney
License No. 0402320

Cc: Charles Carter, 1700 90th Street West, Bloomington, MN 55431
Rondo Pullman Porters Corner LLC, 976 Rondo Avenue, Saint Paul, MN 55104-5419
Jens Werner, Executive Director, Summit University Planning Council, 375 Selby Avenue # 9, Saint Paul, MN 55102

Attachments: Saint Paul Legislative Code §310.02(2)(a) 1
Saint Paul Legislative Code §310.02(2)(e) 3
Saint Paul Legislative Code §310.03(a)(m) 1 (8)
Saint Paul Legislative Code §310.03 (m) 2 (10)
Saint Paul Legislative Code §409.05(a)(b)
Saint Paul Legislative Code §409.06(j)(1)

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LYNDSEY M. OLSON, CITY ATTORNEY

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in the delivery of services or employment practices.

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. 310.02. - Uniform 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 by license type.

1) *Class R Licenses.*

(a) *Application.*

1. *Form.* All applicants for a Class R License issued pursuant to these chapters must make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, 01s, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below, are received and approved.
2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances heretofore or hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue or renew a license if it is found that:
   (a) The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;
   (b) The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or
   (c) The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued or renewed because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name;

business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.

5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming evidence of rehabilitation as outlined in Minn. Stats. § 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.
6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.
7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain such criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator

or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee for investigation and recommendation.

(c) *Application denial.*

1. Denial of a Class R License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.*

1. Upon verification that an application for a Class R License is substantially complete, the notification requirements outlined in ENS Chapter A-11(11)(c) must be followed and the required ENS notice must be provided within two (2) public business days.

(e) *Levels of approval:*

1. *Approval recommended without conditions.* Where an application for the grant, issuance or renewal of a Class R License meets all the requirements of law, and there exists no grounds for denial, revocation or suspension of, or the imposition of conditions upon, such license, the director must grant, issue, or renew said license in accordance with the application.
2. *Approval recommended with conditions.* If upon review of an application for the grant, issuance, or renewal of a Class R 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 section 310.03.
3. If the prospective licensee does not object to the proposed conditions, the director will request that the matter be placed on the council consent agenda. The director shall notify the prospective licensee.
4. If the prospective licensee objects to the conditions proposed by the director, the director must follow the hearing procedures outlined in Saint Paul Legislative Code Section 310.03 and refer the matter to a hearing examiner.
5. Revocation or suspension. If the director determines that the renewal application for the renewal of a license does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class R License the director will follow the hearing procedures as 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 R 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 public 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.*

1. Class R Licenses may be automatically renewed by the director.
2. No waiver by renewal. The renewal of a Class R License will not be deemed to be a waiver of any past violations or of any grounds for imposition of adverse action against such license.

2) *Class N Licenses.*

(a) *Application.*

1. *Form.* All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved.
2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances heretofore or hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue or renew a license if it is found that:

(a) The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;

(b) The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or

(c) The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued or renewed because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name; business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.
5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming that they have evidence of rehabilitation as outlined in Minn. Stats. § 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.
6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an

interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.

7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain such criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, as may be involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee and inspections for investigation and recommendation.

1. *Verification of Class N License District Council Notification Form.* the director must take reasonable efforts to ensure that the district council has notified the department by email that the Class N License District Council Notification Form has been received.

(c) *Application denial.*

1. Denial of a Class N License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.*

1. Upon receipt of an application for a Class N License, the notification requirements outlined in ENS Chapter A-11(11)(c) must be followed.

   The application must then be reviewed and once the director deems the application fully reviewed as required by these chapters and makes a recommendation, both the notice requirements outlined in ENS Chapter A-11 (14) and the required mailing must be provided. Notices must describe the license application received, staff recommendations (e.g., any conditions) and the process for public comment and objections.

   (a) Required mailing. The director must notify by mail all owners and occupants who own property or reside within three hundred fifty (350) feet of the establishment to which the license is to be issued, of any such application, said three hundred fifty (350) feet

being calculated and computed as the distance measured in a straight line from the property line of the building where the prospective license will be located to the property line owned, leased or under the control of the resident and owners of the existence of an application and set the deadline for public comment at least fifteen (15) days after the date of mailing. The director must submit to the council a list of the names and addresses of each person or organization to whom notice was sent, and certification of such list by the director will be conclusive evidence of such notice and such notice will be attached to the resolution before council.

(b) The failure to give mailed notice to owners or occupants residing within three hundred fifty (350) feet, or to community organizations, or defects in the notice, does not invalidate the council approval provided a bona fide attempt to comply with this section has been made. A bona fide attempt is evidenced by a notice addressed to "owner" and to "occupant" of the listed address. Only one (1) notice need be mailed to each house or each rental unit within a multiple-family dwelling regardless of the number of occupants.

(c) *Notice requirement not applicable in downtown business district.* The notification requirements of this section shall are not be applicable where the license is to be transferred to a place located within the downtown business district. For purposes of this section, downtown business district shall includes all that portion of the City of Saint Paul lying within and bounded by the following streets: Beginning at the intersection of Shepard Road with Chestnut Street, Chestnut Street to Interstate Freeway 35E, Interstate Freeway 35E to Tenth Street, Tenth Street to Interstate Freeway 94, Interstate Freeway 94 to Lafayette Bridge, Lafayette Bridge to where the bridge crosses over Warner Road, Warner Road to the Wabasha Bridge, the Wabasha Bridge across the Mississippi River to the water line on the south bank of the river, thence in a westerly direction along the shore line to the point at which it intersects with "Line A," and then in a straight line across the Mississippi River to the intersection of Chestnut Street with Shepard Road. The location and legal description of "Line A" is indicated on the map attached hereto and incorporated and adopted herein by reference.

(e) *Levels of Approval.*

1. *Approval with or without conditions.* All Class N Licenses require council approval. If there are no conditions or the prospective licensee does not object to the proposed conditions, the director will request that the matter be placed on the council consent agenda. The director will notify the prospective licensee.

2.

If the prospective licensee objects to the conditions proposed by the director and/or the conditions added by the legislative hearing officer after a hearing, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310 03 and refer the matter to a hearing examiner.

3. *Revocation or suspension.* If the director determines that the application for renewal does not meet all of the requirements of law or that there exist grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code Section 310.03.

(f) *Objections.* If the director is recommending issuance of the Class N License, but the affected neighborhood organization(s) or other interested persons give notice within the fifteen (15) day period for public comment of objection to issuance of the license, the director must refer the matter for a hearing before the legislative hearing officer.

a. The legislative hearing officer will set a hearing date and give notice of the time, place, and date of the hearing to the affected neighborhood organizations(s) and the applicant.

b. At the hearing, the legislative hearing officer will take testimony from all interested persons.

c. If the applicant cannot agree with license conditions suggested by the legislative hearing officer, the legislative hearing officer will make a recommendation to the council as to whether the matter should be referred for a hearing before an independent hearing examiner in accordance with the procedures set forth in section 310.03.

d. After the legislative hearing, the legislative hearing officer must prepare a report and recommendations for council and set the matter on the council consent agenda.

If no objections are received, the legislative hearing officer will notify the director and have the matter placed on the council consent agenda. The director will notify the applicant and the affected neighborhood organizations established for citizen participation purposes of the placement of the application on the council agenda.

(g) *Renewal procedures.*

1. *Renewal procedures.* Class N Licenses may be automatically renewed by the director.
2. *No waiver by renewal.* The renewal of a Class N License will not be deemed to be a waiver of any past violations or of any grounds for imposition of adverse action against such license.

3) *Class T Licenses (Temporary).*

(a) *Application.*

1.

Form. All applicants for a Class T License issued pursuant to these chapters will make original applications to the director on such forms as are provided by the department. Such applications will not be received by the director until the director deems the application meets the substantially complete criteria. Subsequently, issuance of a license cannot occur until insurance policies, bonds, deposits, sureties, and indemnifications or certificates required by these chapters, together with the certification required in paragraph 2 below are received and approved.

2. *Taxes.* No applicant will be granted a license or a renewal of a license required by the Saint Paul Legislative Code unless, in addition to any other requirements, rules or ordinances hereafter required, the director determines that said applicant has paid all taxes, real or personal, before said taxes become delinquent, on any property, real or personal, situated within the City of Saint Paul and used in connection with the business operated under said license.
3. Notwithstanding the previous paragraph, the council or the director may issue a license if it is found that:
    a. The applicant has made an agreement satisfactory to the Ramsey County Attorney to pay delinquent taxes in periodic installments;
    b. The applicant has properly commenced a proceeding to contest the amount of tax due or the valuation of their property, and has made all partial payments required by law in connection with such proceeding; or
    c. The business property with respect to which taxes are delinquent is not owned by the applicant, but by a lessor, and it would be inequitable to require the lessee to pay such taxes.

If a license is issued because of the existence of an agreement as described in subsection (a) above, the license may be revoked if the licensee defaults upon such agreement.

4. *Additional information.* the director will prescribe the information required to be submitted by each applicant in their application, in addition to that required by specific sections in these chapters, as may be necessary to carry out and enforce any provision hereunder. The director will require in every case the applicant to submit their name; business or corporate name; names of partners, officers, directors, shareholders, or trustees involved in the business; age; address; description or blueprint of the premises, if any, and the owner thereof, and locations and addresses of other business locations in Minnesota.
5. *No reapplication within one (1) year after denial or revocation.* Unless an applicant is claiming that they have evidence of rehabilitation as outlined in Minn. Stats. 364.03, subd. 3, no applicant may apply for any license within one (1) year of the denial or revocation of the same or similar license by the city council, if such denial or revocation was based

solely or partially upon misconduct or unfitness of the applicant, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. A license is "similar," within the meaning of this paragraph, if the basis upon which the revocation or denial of the original license was made would have been a relevant basis on which to deny or revoke a license of the type subsequently applied for.

6. *Reapplication after denial; "interest" of applicant in revoked license.* An application by a person having an interest in, or whose shareholders or officers have an interest in, any premises or enterprise whose license has been revoked or to which a license has been denied will be treated as an application by the person whose license was denied or revoked. The term "interest," as used in this paragraph, includes any pecuniary interest in the ownership, operation, management or profits of an establishment, but does not include: bona fide loans; bona fide rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures or supplies to such establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license.
7. *Prohibition on reapplication; exception.* The prohibition on reapplication herein provided will not apply in cases where it is otherwise expressly provided by statute or ordinance.

(b) *New application investigation and review.* the director will determine the sufficiency and accuracy of each new application and obtain any pertinent criminal history information as may be used under Minn. Stats., chapter 364, and is otherwise available by law. The director will make reasonable and appropriate investigation of the premises or personal property, vehicles, or facilities, as may be involved in or related to the licensed activity, and will request, where appropriate, the assistance of DSI divisions and other city divisions or departments in making additional investigations for the purpose of determining whether the applicant is or will be in compliance with all applicable ordinances and statutes. The approval of such other divisions or departments is not required for issuance of a license unless otherwise required by specific sections in these chapters. All new applications will be reviewed by the zoning administrator or their designee for compliance with all requirements of the Saint Paul Zoning Code, and no new license will be granted without full compliance with said requirements. All new applications involving a premise, location, building or structure will be reviewed by the building official or their designee for investigation and recommendation.

(c) *Application denial.*

a. Denial of a Class T License application is adverse action and the procedures for notice and hearing outlined in Saint Paul Legislative Code Section 310.03 must be followed.

(d) *Notice.* There is no notice requirement for Class T licenses.

(1) 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 310.05, 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.
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. 409.05. - On- and off-sale licenses; term; fees.

(a) *Term.* All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license.

(b) *License fees, on-sale; semiannual installments.* The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of issuance or renewal.

(c) *On-sale license; replacement after revocation.* If, for any reason, the on-sale license in this chapter provided for is revoked by the council of the City of Saint Paul, no replacement license shall be issued until the full license fee for the new license due for the remainder of the license year is first paid; provided, however, that in no event shall a licensee pay less than the applicable annual license fee together with the applicable issuance tax for a license, or combination of licenses, during a license year.

(d) *Increase in on-sale license fee; notice to licensees.* The director is hereby directed to notify in writing via U.S. mail all on-sale licensees of the public hearing date for council consideration of any amendments to this section increasing the license fees. At said public hearing, the department of safety and inspections must present evidence to the council showing the relationship between the proposed fee increase and the costs borne by the city for liquor-related regulating and policing.

(e) *Late fees.* Notwithstanding the provisions of section 310.01, an applicant for renewal of an on-sale liquor license must be charged a late fee in an amount of ten (10) percent of the installment due for such license for each thirty-day period or portion thereof which had elapsed after the expiration date of such license or semiannual period, and the late fee must not exceed fifty (50) percent of the annual life.

(f) *Annual license fees for clubs and private clubs.* The annual license fee for a club and a private club must be in conformity with Minnesota Statutes, Section 340.408, subdivision 2(b).

(g) *License fee lawful gambling locations.* The license fee for lawful gambling locations must be as provided in section 310.01 of the Legislative Code.

(h) *Application with family members.* Notwithstanding subsection (a) of this section, where an existing on-sale intoxicating liquor license holder makes application for a new on-sale license for the same location together with one (1) or more family members as additional license holders, the term of the new license must coincide with the end of the existing license and end on the same date. No additional license fee for the new license must be paid for the remainder of the term of the existing license, so long as the license fees for the existing license are fully paid. The normal license fee must be paid in any case for the remainder of the term of the existing license.

Each additional family member becoming a license holder must fill out an application form for purposes of the background investigation by the license division and provide such other information as may reasonably be required by the license division and must pay a fee with the application in an amount as set forth in section 310.01 of the Saint Paul Legislative Code. The term "family members," for the purpose of this subsection shall include parents, children, grandchildren, brothers and sisters, together with the spouses of such parents, children, grandchildren, brothers and sisters.

(i) *Fee waived for government agencies.* The fee for any license under Chapter 409 must be waived for any license issued to and used by a division or department of the city.

(Ord 22-47, § 6, 11-9-22)

Sec. 409.06. - Licensing requirements.

For Class N licenses issued under this chapter, the Uniform License Procedures laid out in Chapter 310.02(2) of the Saint Paul Legislative Code pertaining to applications, new applications investigation and review, notice, levels of approval, objections and renewal procedures for Class N licenses apply.

For any Class T or temporary license issued under this chapter, the Uniform License Procedures laid out in Chapter 310.02(3) of the Saint Paul Legislative Code pertaining to applications, new applications investigation and review, notice, levels of approval, objections and renewal procedures for Class T licenses apply.

(a) *Application.* In accordance with Saint Paul Legislative Code Section 310.02(2)(a) and Minnesota Statute 340A.412, Subd. 2a. Any person desiring a license to sell intoxicating liquor must make their verified application in writing upon a form prescribed by the liquor control commissioner of the state and with any additional information as the City requires.

(b) Notice requirements for applications to sell intoxicating liquor are outlined in the Uniform License Procedures for Class N licenses section of 310.02(2)(d) of the Saint Paul Legislative Code.

(c) *One license only.* With the exception of off-sale brewers who meet the requirements under Minn. Stat. § 340A.29 more than one (1) off-sale retailer's license may be directly or indirectly issued to any one (1) person or for any one (1) place in this city, nor may any retailer's off-sale license be directly or indirectly issued for any place for which a license of another class has been granted. It is not a violation of this paragraph for a person who owns, directly or indirectly, or who has an interest in any intoxicating liquor license in this city additionally to own directly or indirectly or to have an interest in one (1) or more corporations owning or operating a hotel holding an intoxicating liquor license in connection therewith; provided, that such hotel must have at least one hundred fifty (150) or more rental units.

(d) *Premises of license.* No on-sale or off-sale license is effective beyond the compact and contiguous space named in such license and for which the same was granted, except that an on-sale license granted for sales in the dining room of any hotel may permit sales of liquor with meals in additional dining rooms open to the public and specified in the license if meals are regularly served to guests therein. If meals are regularly served to guests in guest rooms in any such hotel, liquor may be sold in such guest rooms but only with meals; provided, that such guest rooms must be specified in the license granted. No sales may be made upon the premises of an on-sale licensee except upon the ground floor; provided, however, that this limitation does not apply to a hotel duly licensed to sell on another floor as in this section provided; and provided further, that a licensee shall be permitted to sell at a place in a building other than the ground floor if a license has been granted for sales on a floor other than such ground floor. Licenses granted to a private nonprofit college need not be compact

and contiguous as long as the space described is on the premises of the private nonprofit college. All licenses granted hereunder must set forth the exact location within the building structure where such sales may be made and no sale is permitted except in that part of the premises defined in the license, except as provided in the following subsection (e).

(e) *Seasonal outside service areas.* The council may, by resolution, permit any licensee to sell or serve intoxicating liquors in areas outside the building structure on public or private property which are compact and contiguous with the structure containing the licensed premises. Property which is not connected to the licensed premises cannot be used as an outside service area if it is located across a right-of-way such as a street or alley; however curbside seating may be allowed at a sidewalk café subject to the restrictions of Chapter 106 of the Saint Paul Legislative Code. Such outside service areas shall be seasonal, and must not involve an enlargement of the building structure. The seasonal outside service area license will not be granted unless all the conditions of subsections (1) through (7) and all pertinent provisions of the zoning code are satisfied.

(1) Seasonal outside seating area permits follow the uniform license procedures for the grant, issuance or transfer of the license, new application investigation and review, notice, levels of approval, objections and renewal procedures for Class N licenses laid out in Saint Paul Legislative Code Section 310.02 (2) and 310.09 except that in the event that the council wishes to revoke a seasonal outside seating area permit, the procedures outlined in Subd. 4 must be followed.

(2) No outside service area is permitted unless the licensee provides, in addition to other requirements of law, safety barriers or other enclosures to protect patrons from any hazards, including vehicular traffic.

(3) No outside service area may be located on public property or upon any street, alley or sidewalk, nor may such outside service areas hinder or obstruct vehicular or pedestrian traffic on any street, alley or sidewalk. Notwithstanding the foregoing, the sale and service of alcoholic beverages within a sidewalk cafe which is in compliance with the provisions of section 106.01 of the Legislative Code, is permitted.

(4) In addition to the levels of approval and grounds for denial or revocation laid out in Saint Paul Legislative Code Section 310.02 (2), the council may, by resolution, impose conditions on or deny any application for an outside service area where it has reason to believe, or may revoke its permission for such an outside service area where it is satisfied, that the impact of such outside service area on adjoining property will be, or has been, any of the following:

a. Loud, boisterous or disturbing noise levels;

b. Hazardous traffic conditions;

c. Offensive, obnoxious or disturbing odors;

d. Excessive litter;

e. Excessive artificial lighting;

f. Substantial decrease in adjoining property values; or

g. Any other condition inconsistent with the reasonable use and enjoyment of adjoining property and inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community.

(5) *Revocation of a seasonal outside seating area permits.* Permission to sell and serve intoxicating liquor in or upon any outside service area may be revoked by the council on three (3) days' notice to the licensee, pursuant to information received at a public hearing before said council. The information need not be received under oath but must reasonably satisfy the council as to the existence of any or all of the conditions listed in subparagraph (4). The public hearing must be conducted with such formal or informal procedures as the council may permit, so long as the licensee and any complaining parties have an opportunity to be heard.

(6) The licensee shall, with respect to any outside service area, comply with all applicable provisions of law and regulations in regard to the sale and service of intoxicating liquor, including, without limitation by reason of this specification, all applicable regulations contained all sections of this chapter.

(7) *Private nonprofit colleges.* Private nonprofit colleges may sell or serve intoxicating liquors in areas outside of building structures as long as said areas are clearly described in the application materials submitted under section 409.06(a)(2). Such areas are exempt from the additional public hearing and consent process described in section 409(g), subdivisions 1 and 2.

(f) *Zoning restrictions.* No license may be issued for premises located within an area wherein such use of the premises is prohibited by the zoning code, nor within an area where such sales are forbidden by the state law or any other ordinance of the city. A license issued to a private nonprofit college must not be issued for premises located within an area where such sales are prohibited by state law.

(g) *Off-Sale License location restrictions.* These restrictions do not apply to off-sale/brew pub license, off-sale brewery licenses, small brewer off-sale—128 ounces licenses or off-sale micro-distillery licenses.

(1) No off-sale license may be issued for any place where nonintoxicating malt beverages are sold for consumption on the premises.

(2) No off-sale license may be issued to any location within a half-mile radius of any existing off-sale establishment, subject to the following exceptions:

a. In the downtown business district, the distance restriction is reduced to a radius of three hundred (300) feet.

b. For off-sale liquor establishments outside of the downtown business district that were licensed prior to January 15, 2003, the council may waive the half-mile distance restrictions provided that council finds by resolution that:

1. The off-sale liquor establishment is relocating to a location that is within one-half (½) mile radius of its current location; and
2. The relocation of the off-sale liquor establishment is related to hardship or circumstances outside of the licensee's control; and
3. The new location of the off-sale liquor establishment meets the intent of the ordinance in preventing the over-concentration of off-sale liquor establishments; and
4. The new location of the off-sale liquor establishment is not inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community. Factors which may be considered include, but are not limited to, the following: the likelihood of increased noise, traffic, litter, loitering or unlawful behavior by patrons of the establishment, excessive artificial lighting, substantial decrease in adjoining property values, and the extent to which any of the potential problems can be addressed by conditions on the license.

(3) No license may be issued for an off-sale location which is within three hundred (300) feet of residentially zoned property, a park or a licensed child-care center, said three hundred (300) feet being calculated and computed as the distance measured from the property line of the premises or building proposed as the location for the off-sale liquor license to the property line of any residentially zoned property, park or child care center in the area for which the license is sought.

a. The council may waive the restrictions set forth in paragraph (3) above relating to distance if it makes findings that such a license is not inconsistent with the health, safety, morals and general welfare of the adjoining neighbors or community. Factors which may be considered include, but are not limited to, the following: the likelihood of increased noise, traffic, litter, loitering or unlawful behavior by patrons of the establishment, excessive artificial lighting, substantial decrease in adjoining property values, and the extent to which any of the potential problems can be addressed by conditions on the license.

b. A request to vary the license location restrictions must be noticed in accordance with the uniform procedures for Class N licenses laid out in Saint Paul Legislative Code Section 310.02(2) (d) and approved per Saint Paul Legislative Code Section 310.02(2)

(e).

c. An establishment holding a valid license on the effective date of this amendment is not affected by this limitation and will be entitled to have such license renewed so long as they are in compliance with all other requirements of law and there exist no grounds for adverse action against such license.

(h) *Other required permit.* No license granted hereunder is effective until a permit is issued to such licensee by the United States if any such permit is, in fact, required.

(i) *State restrictions.* No license may be issued to any person in connection with the premises of another to whom no license could be issued under the provisions of the state liquor control act; provided, however, that this provision must not prevent the granting of a license to a proper lessee by reason of the fact that they are leasing the premises of a minor, noncitizen or a person who has been convicted of a crime other than a violation of this chapter or the liquor control act.

(j) *Renewals.*

(1) An on-sale license renewal may be denied for any licensee who is delinquent in any payment or contribution to a health and welfare trust or pension trust.

(2) *On-sale.* Renewal of on-sale licenses are subject to the provisions of Minnesota Statute 340A.412, Subd. 13 and may not be renewed if the holder of the license has not made on-sales authorized by the license at any time during the one-year period immediately prior to the date of the renewal:

i. Subject to of Minnesota Statute 340A.412, Subd. 13., if on or before the expiration of the license the licensed business has discontinued its operation or closed for any reason, the council must l, by resolution, renew said license only upon the condition that the licensee must reopen and restore the licensed business to full operation within the terms of the renewed license, or in the alternative, that the licensee must make application for and obtain passage, approval and publication of a resolution for the transfer of said license within the term of the renewed license to another person.

ii. No license issued upon condition pursuant to this subsection may be further renewed unless one (1) or the other of the above conditions has been fully met; provided, however, that the council may reissue a license for a business which has not been in full operation during the prior license year if the licensed premises were acquired by eminent domain or under the threat of eminent domain and the licensee has made a good faith attempt to relocate the business to another location.

(3) *Off-sale.* If on or before the expiration of an off-sale license, the licensed business has discontinued its operation or closed for any reason, the council may, by resolution, renew said license only upon the condition that the licensee must reopen and restore the

licensed business to full operation within the terms of the renewed license. In the alternative, the licensee may make application for and obtain passage, approval and publication of a resolution for the transfer of said license within the term of the renewed license to another person.

i. No license issued upon condition pursuant to this subsection may be further renewed unless one (1) or the other of the above conditions has been fully met; provided, however, that the council may reissue a license for a business which has not been in full operation during the prior license year if the licensed premises were acquired by eminent domain or under the threat of eminent domain and the licensee has made a good faith attempt to relocate the business to another location.

(k) *Off-sale license location restrictions.* No license may be issued for any premises located within three hundred (300) feet from any school, said three hundred (300) feet being calculated and computed as the distance measured from the property line of the premises or building proposed as the location for the liquor license to the property line of any school in the area for which the license is sought until the notice and approval provisions outlined under Saint Paul Legislative Code Section 310.02(2)(c) and (d) are followed. This prohibition does not apply to on-sale wine and culinary licenses issued under section 409.13, off-sale brewer licenses issued under Minn. Stat., § 340A.301, subdivision 6(d), brewer taproom licenses issued under section 409.24, a license issued to a private nonprofit college, or licenses issued or located within the Downtown Business District.

Any licenses in force and effect on November 10, 1962, the location of which license is in conflict with the provisions hereof, may be renewed, transferred or otherwise dealt with in accordance with law, it being the intent of this paragraph that it be applied prospectively for proposed locations of licenses, and further it being the intent of this paragraph that the limitations set forth in this paragraph will, in no manner be applicable to any hotel or motel.

(l) *Unlawful use of weapons.* If during any twelve-month period there are reported two (2) or more incidents involving unlawful use or handling of firearms, assault weapons or knives, as defined in section 225.01, on any licensed on-sale premises, a public hearing must be conducted by the council. Any adverse action may be considered by the council pursuant to the hearing provisions of section 310.05.

(m) *Prohibited interests.* A holder of a license as a manufacturer, brewer or wholesaler may not have any interest or ownership, in whole or in part in a business holding a retail intoxicating liquor license or in the license so held, but a manufacturer or wholesaler of intoxicating or nonintoxicating liquor may use or have property rented for retail intoxicating liquor sales if the manufacturer or wholesaler has owned the property continuously since November 1, 1933. This provision does not apply to off-sale/brew pub licenses, off-sale brewery licenses or small brewer off-sale 128 ounce licenses.

(n) *Prohibited interests: off-sale/brew pub, off sale brewery, small brewer off-sale 128 ounces.* A brewer holding an off-sale/brew pub, off-sale brewery or a small brewer off-sale 128 ounces license may hold or have an interest in other retail on-sale licenses but may not have an ownership interest in whole or in part, or be an officer, director, agent, or employee of, any other manufacturer, brewer, importer, or wholesaler or be an affiliate thereof whether the affiliation is corporate or by management, direction, or control. Notwithstanding this prohibition, a brewer holding an off-sale/brew pub, off-sale brewery or a small brewer off-sale 128 ounces license may be an affiliate or subsidiary company of a brewery licensed in Minnesota or elsewhere if that brewer's only manufacture of malt liquor is:

(1) Manufacture licensed under Minn. Stat. § 340A.301, Subd. 6, clause (d);

(2) Manufacture in another state for consumption exclusively in a restaurant located in the place of manufacture; or

(3) Manufacture in another state for consumption primarily in a restaurant located in or immediately adjacent to the place of manufacture if the brewer was licensed under Minn. Stat. § 340A.301, Subd. 6, clause (d), on January 1, 1995. Except as provided in Minn. Stat. § 340A.301, Subd. 7a, no brewer as defined in Minn. Stat. § 340A.304, Subd. 7a or importer may have any interest, in whole or in part, directly or indirectly in the license, business, assets, or corporate stock of a licensed malt liquor wholesaler.

(o) *Interest.* For the purposes of paragraphs (m) and (n) of this section, the term "interest":

(1) Includes any pecuniary interest in the ownership, operation, management or profits of a retail liquor establishment, and a person who receives money from time to time directly or indirectly from a licensee, in the absence of consideration and excluding gifts or donations, has a pecuniary interest in the retail license; and

(2) Does not include loans, rental agreements; open accounts or other obligations held with or without security arising out of the ordinary and regular course of business of selling or leasing merchandise, fixtures, supplies to the establishment; an interest in a corporation owning or operating a hotel but having at least one hundred fifty (150) or more rental units holding a liquor license in conjunction therewith; or ten (10) percent or less interest in any other corporation holding a license; and

(3) In determining whether an "interest" exists, the transaction must have been bona fide, and the reasonable value of the goods and things received as consideration for a payment by the licensee and all other facts reasonably tending to prove or disprove the existence of a purposeful scheme or arrangement to evade the restrictions of this paragraph must be considered.

(p)

Nonconforming clubs; transition. The restrictions and requirements in sections 409.06(f), 409.06(k), and 409.08(11) of this chapter do not apply to licenses issued to a club under this chapter which at the time of application for an on-sale license held a private club license under former chapter 404 of this Code for the same premises for which a license hereunder is sought or will be issued, for so long as the on-sale license remains at that location and the licensed premises is neither enlarged nor transferred. Such licensed premises will be deemed a lawful nonconforming use under the zoning code.

(Ord 22-47, § 7, 11-9-22)

City of Saint Paul

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

Signature Copy

Resolution: RES 24-1786

File Number: RES 24-1786

Directing the Department of Safety and Inspections to proceed with the $500 matrix penalty and license suspension adverse action against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license ("License") held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant under License ID #20190000107 for the premises located at 976 Rondo Avenue, in Saint Paul ("Licensed Premises"), which is owned by Charles Carter was the subject of adverse action pursuant to an October 16, 2024, Notice of Violation and Request for Imposition of $500 Matrix Penalty and License Suspension (Notice") in which the Department of Safety and Inspections ("Department") provided notice to the Licensee of its intent to suspend license until licensee renewed their license, paid the fee payment to renew license, and submitted the supporting documents required, and move forward with adverse action supported by Saint Paul Legislative Code §310.03; 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 of 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 §310.02(2)(a)1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria…"

Saint Paul Legislative Code §310.02 (2)(e)(3) states: "*Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist no grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code §310.03."

Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

Saint Paul Legislative Code §310.03(m) states: a presumptive penalty of $500 for a first-time violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.03 (a)(m)1(8) states: Failure to pay license fees can lead to a the suspension of a license for a first time violation and revocation of a license for a second violation.

Saint Paul Legislative Code §310.03 (m)2(10) states: Failure to make application for license renewal prior to license expiration date for a first violation is $500.00.

Saint Paul Legislative Code §310.04(b)(14) states: "The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license."

Saint Paul Legislative Code § 409.05(a) states: "*Term.* All licenses for the sale of intoxicating liquor are be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

Saint Paul Legislative Code § 409.05(b) states: "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of the issuance or renewal."

Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, the Licensee had failed to provide required information, the Department of Safety and Inspections will recommend a $500 matrix penalty and license suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license application based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a $500 matrix penalty and license suspension; and

WHEREAS, the Notice laid out options for the Licensee:

"You have four (4) options on how 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 **October 28, 2024,** 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 and suspension of your License.

2. You can complete the renewal process including payment of the renewal fee and vehicle inspections. 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 **October 28, 2024**. Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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 October 16, 2024, providing that you respond by October 28, 2024, on whether you contest the proposed adverse action; and

WHEREAS, on November 5, 2024, the City Attorney's Office contacted the Department of Safety and Inspections to confirm whether the requested documents had been received and was informed that they have not heard from the Licensee/or received the requested documents.

WHEREAS, the Notice stated if the Licensee failed to contest to the denial of the license application, that the matter would be placed on the City Council Agenda to impose the recommended penalty; now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby to pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections in violation of Saint Paul Legislative §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

At a meeting of the City Council on 12/11/2024, this Resolution was Passed.

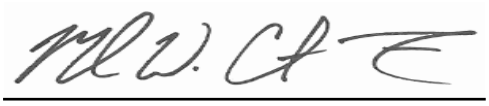
Yea: 6 Councilmember Noecker, Councilmember Jalali, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Yang

Vote Attested by Council Secretary Shari Moore

Date 12/11/2024

Approved by the Mayor 

Melvin Carter III

Date 12/18/2024

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

January 16, 2025

NOTICE OF CITY COUNCIL ACTION

Taste of Rondo LLC
d/b/a Taste of Rondo Restaurant
976 Rondo Avenue
Saint Paul, MN 55104
Attn: Charles Carter

Charles Carter:

Enclosed is a copy of City Council Resolution RES PH 24-1786 which imposes a fine and which also suspends the Liquor On Sale – 100 Seats or Less, Entertainment (A), Liquor On Sale – Sunday and Gambling Location licenses issued to you by the City of Saint Paul for the following:

Failure to provide required information.

The fine and suspension were adopted by the Saint Paul City Council at the Council's regular meeting on December 11, 2024. The effect of this notice is that the Liquor On Sale – 100 Seats or Less, Entertainment (A), Liquor On Sale – Sunday and Gambling Location licenses issued to you at 976 Rondo Ave. are suspended until the renewal fees and the required documents are received. The fine in the amount of **$500** is due no later than on **Friday, February 14, 2025.**

If you have any questions regarding this matter, you may contact me at 651-266-9132.

Sincerely,

Eric Hudak, Licensing Manager
Department of Safety and Inspections

Enclosure

cc: Sly Onyia, CAO
Riddhi Mistry, Legal Assistant-CAO
Angie Wiese, Director-DSI
Dan Niziolek, Deputy Director-DSI
Joseph Voyda, License Inspector-DSI
Charles Carter, 1700 90th St. W., Bloomington, MN 55431
Rondo Pullman Porters Corner LLC, 976 Rondo Ave., St. Paul, MN 55104

City of Saint Paul

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

Signature Copy

Resolution: RES 24-1786

File Number: RES 24-1786

Directing the Department of Safety and Inspections to proceed with the $500 matrix penalty and license suspension adverse action against Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

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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 of 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 §310.02(2)(a)1 states: "*Form.* All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria..."

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Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

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Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, the Licensee had failed to provide required information, the Department of Safety and Inspections will recommend a $500 matrix penalty and license suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license application based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a $500 matrix penalty and license suspension; and

WHEREAS, the Notice laid out options for the Licensee:

"You have four (4) options on how 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 **October 28, 2024,** 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 and suspension of your License.

2. You can complete the renewal process including payment of the renewal fee and vehicle inspections. 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 **October 28, 2024.** Please contact the Department immediately.

3. If you wish to admit the facts but you contest the $500 matrix penalty and suspension of your License, 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 **October 28, 2024.** The matter will then be scheduled before the City Council to determine whether to impose the $500 matrix penalty and License suspension. 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 **October 28, 2024.** 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 October 16, 2024, providing that you respond by October 28, 2024, on whether you contest the proposed adverse action; and

WHEREAS, on November 5, 2024, the City Attorney's Office contacted the Department of Safety and Inspections to confirm whether the requested documents had been received and was informed that they have not heard from the Licensee/or received the requested documents.

WHEREAS, the Notice stated if the Licensee failed to contest to the denial of the license application, that the matter would be placed on the City Council Agenda to impose the recommended penalty; now, therefore, be it

RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby to pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections in violation of Saint Paul Legislative §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

At a meeting of the City Council on 12/11/2024, this Resolution was Passed.

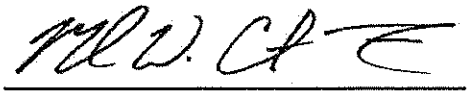
Yea: 6 Councilmember Noecker, Councilmember Jalali, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Yang

Vote Attested by Council Secretary Shari Moore

Date 12/11/2024

Approved by the Mayor  **Date** 12/18/2024

Melvin Carter III

City of Saint Paul

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

Signature Copy

Resolution: RES 25-473

File Number: RES 25-473

Directing the Department of Safety and Inspections to suspend the Liquor On Sale-100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license against the Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue.

WHEREAS, on October 16, 2024, Notice of Violation and Request for Imposition of $500 Matrix Penalty and License Suspension (Notice") was sent to the Applicant in which the Department of Safety and Inspections ("Department") provided notice to the Applicant of its intent to suspend license until licensee renewed their license, paid the fee payment to renew license, and submitted the supporting documents required, and move forward with adverse action supported by Saint Paul Legislative Code §310.03; and

WHEREAS, the Notice laid out the basis for adverse action and the Legislative Code upon which the Department was relying on 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 of 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 §310.02(2)(a)1 states: "*Form*. All applicants for a Class N License issued pursuant to these chapters will make both original and renewal applications to the director on such forms as are provided by the department. Such applications will not be received by the director deems the application meets the substantially complete criteria…"

Saint Paul Legislative Code §310.02 (2)(e)(3) states: "*Revocation or suspension*. If the director determines that the application for renewal does not meet all of the requirements of law or that there exist no grounds for revocation or suspension of a Class N License, the director must follow the hearing procedures as outlined in Saint Paul Legislative Code §310.03."

Saint Paul Legislative Code §310.03 states: "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, of the disapproval of a license issues by the State of Minnesota, the applicant or licensee must be given notice and an opportunity to be heard 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."

Saint Paul Legislative Code §310.03(m) states: a presumptive penalty of $500 for a first-time

violation of a provision of the legislative code related to the licensed activity.

Saint Paul Legislative Code §310.03 (a)(m)1(8) states: Failure to pay license fees can lead to a the suspension of a license for a first time violation and revocation of a license for a second violation.

Saint Paul Legislative Code §310.03 (m)2(10) states: Failure to make application for license renewal prior to license expiration date for a first violation is $500.00.

Saint Paul Legislative Code §310.04(b)(14) states: "The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license."

Saint Paul Legislative Code § 409.05(a) states: "*Term.* All licenses for the sale of intoxicating liquor are to be for a term of one (1) year from the date of issuance or renewal, except as provided herein. The date shall be determined by the inspector and entered upon the license."

Saint Paul Legislative Code § 409.05(b) states: "*License fees, on-sale; semiannual installments*. The fees required for licenses is be established by ordinance as specified in section 310.01 of the Legislative Code. Said sum must be paid in two (2) equal amounts, the first to be paid before the license is issued or renewed, the second payment to be made within six (6) months from the date of the issuance or renewal."

Saint Paul Legislative Code § 409.06(j)(1) states: "An on-sale license renewal may be denied for any license who is delinquent in any payment or contribution to a health and welfare trust or pension trust."

WHEREAS, on December 11, 2024, a resolution was passed RES 24-1786 **(Exhibit 1),** approving that the Applicant pay the $500 penalty fee and license suspension, complete the renewal process and provide required documents to the Department of Safety and Inspections.

WHEREAS, the Applicant had failed to pay the $500 matrix penalty and license suspension, complete the renewal process and provide required documents, the Department of Safety and Inspections will recommend a suspension of the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license based on violation to Saint Paul Legislative Code §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

WHEREAS, the Department of Safety and Inspections recommended a suspension of license; now, therefore, be it

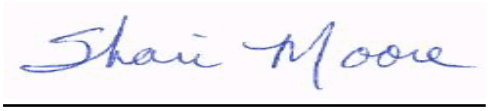
RESOLVED, the Liquor On Sale - 100 Seats or Less, Entertainment (A) Liquor On Sale Sunday and Gambling Location license held by Taste of Rondo LLC d/b/a Taste of Rondo Restaurant, (License ID #20190000107) for the premises located at 976 Rondo Avenue., Saint Paul, MN 55104 is hereby suspended in violation of the Saint Paul Legislative Codes §310.02(2)(a)1, §310.02(e)(3), §310.03(m), §310.03 (a)(m)1(8), §310.03 (m)2(10), §409.05(a), 409.05(b), and §409.06(j)(1).

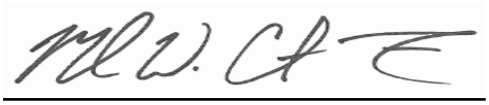
At a meeting of the City Council on 3/26/2025, this Resolution was Passed.

Yea: 5 Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Absent: 1 Councilmember Noecker

Vote Attested by Council Secretary  Shari Moore **Date** 3/26/2025

Approved by the Mayor  Melvin Carter III **Date** 3/27/2025

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

RE: Request to Cancel

License Number: _____

I/We, _____, respectfully request to cancel my/our license(s) located at _____.

List all licenses to be canceled: _____

_____

Reason(s) for the cancelation of license(s): _____

_____

_____	_____	_____	_____
License Holders Printed Name	Signature	Title	Date

_____
Phone Number

_____	_____	_____	_____
License Holders Printed Name	Signature	Title	Date

_____
Phone Number

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. 310.04. - 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 to the hearing before the council. Such actions must be initiated and carried out in accordance with the procedures outlined in section 310.03; provided, however, that the formal notice of hearing must be used to initiate the adverse action.

(b) *Basis for action.* Such adverse action may be based on one (1) or more of the following reasons, which are in addition to any other reason specifically provided by law or in these chapters:

(1) The license or permit was procured by misrepresentation of material facts, fraud, deceit or bad faith.

(2) The applicant or one acting in his or her behalf made oral or written misstatements or misrepresentations of material facts in or accompanying the application.

(3) The license was issued in violation of any of the provisions of the zoning code, or the premises which are licensed or which are to be licensed do not comply with applicable health, housing, fire, zoning and building codes and regulations.

(4) The license or permit was issued in violation of law, without authority, or under a material mistake of fact.

(5) The licensee or applicant has failed to comply with any condition set forth in the license, or set forth in the resolution granting or renewing the license.

(6) a. The licensee or applicant (or any person whose conduct may by law be imputed to the licensee or applicant) has violated, or performed any act which is a violation of, any of the provisions of these chapters or of any statute, ordinance or regulation reasonably related to the licensed activity, regardless of whether criminal charges have or have not been brought in connection therewith;

b. The licensee or applicant has been convicted of a crime that may disqualify said applicant from holding the license in question under the standards and procedures in Minn. Stat.s chapter 364; or

c. The licensee or applicant (or any person whose conduct may by law be imputed to the licensee or applicant) has engaged in or permitted a pattern or practice of conduct of failure to comply with laws reasonably related to the licensed activity or from which an inference of lack of fitness or good character may be drawn.

(7)

The activities of the licensee in the licensed activity created or have created a serious danger to the public health, safety or welfare, or the licensee performs or has performed his or her work or activity in an unsafe manner.

(8) The licensed business, or the way in which such business is operated, maintains or permits conditions that unreasonably annoy, injure or endanger the safety, health, morals, comfort or repose of any considerable number of members of the public.

(9) Failure to keep sidewalks or pedestrian ways reasonably free of snow and ice as required under chapter 114 of the Saint Paul Legislative Code.

(10) The licensee or applicant has shown by past misconduct or unfair acts or dealings: physical abuse, assaults or violent actions done to others, including, but not limited to, actions meeting the definition of criminal sexual conduct pursuant to Minn Stats. §§ 609.342 through 609.3451; sexual abuse, physical abuse or maltreatment of a child as defined in Minn. Stats. § 626.556, subdivisions 2 and 10e, including, but not limited to, acts which constitute a violation of Minn. Stats. §§ 609.02, subdivision 10; 609.321 through 609.3451; or 617.246; neglect or endangerment of a child as defined in Minn. Stats. § 626.557, subdivision 2; the manufacture, distribution, sale, gift, delivery, transportation, exchange or barter of a controlled substance as defined in Minn. Stats. chapter 152; the possession of a controlled substance as defined in Minn. Stats. chapter 152 in such quantities or under circumstances giving rise to a reasonable inference that the possession was for the purpose of sale or distribution to others; or by the abuse of alcohol or other drugs, that such licensee or applicant is not a person of the good moral character or fitness required to engage in a licensed activity, business or profession.

(11) The licensee or applicant has materially changed or permitted a material change in the design, construction or configuration of the licensed premises without the prior approval of the city council in the case of Class N licenses, the director in the case of Class T licenses, and the director in the case of Class R licenses, or without first having obtained the proper building permits from the city.

(12) The licensee or applicant has violated section 294.01 of the Legislative Code, or has made or attempted to make a prohibited ex parte contact with a council member as provided in section 310.03 (c-2) of the Legislative Code.

(13) The licensee violated the law or any license condition and that violation is related to a death or great bodily harm, as defined in Minn. Stats. § 609.02, subd. 8, in or near the establishment.

(14) The licensee has failed to pay license fees within sixty (60) days of the date the fees are due. Licensee must pay any outstanding fees and delinquent fees in total. Failure to do so within sixty (60) days of the due date may result in revocation of the license. A revocation for this reason, however, is not considered a revocation resulting from misconduct or unfitness of the

licensee, evidence of violations of law involving licensed premises, evidence that the applicant had been involved in the operation of a nuisance, or fraud or deception in the license application. Therefore, the requirement of section 310.02 prohibiting re-application within one (1) year of revocation shall not apply to revocations under this paragraph.

The terms "licensee" or "applicant" for the purpose of this section means and includes any person who has any interest, whether as a holder of more than five (5) percent of the stock of a corporation, as a partner, or otherwise, in the premises or in the business or activity which are licensed or proposed to be licensed.

With respect to any license for activities entitled to the protection of the First Amendment, notwithstanding the foregoing provisions, neither the lack of good moral character or fitness of the licensee or applicant nor the content of the protected speech or matter must be the basis for adverse action against the license or application.

(c) *Imposition of reasonable conditions and/or restrictions.* When a reasonable basis is found to impose reasonable conditions and/or restrictions upon a license issued or held under these chapters, any one (1) or more such reasonable conditions and/or restrictions may be imposed upon such license for the purpose of promoting public health, safety and welfare, of advancing the public peace and the elimination of conditions or actions that constitute a nuisance or a detriment to the peaceful enjoyment of urban life, or promoting security and safety in nearby neighborhoods. Such reasonable conditions and/or restrictions may include or pertain to, but are not limited to:

(1) A limitation on the hours of operation of the licensed business or establishment, or on particular types of activities conducted in or on said business or establishment;

(2) A limitation or restriction as to the location within the licensed business or establishment where particular type of activities may be conducted;

(3) A limitation as to the means of ingress or egress from the licensed establishment or its parking lot or immediately adjacent area;

(4) A requirement to provide off-street parking in excess of other requirements of law;

(5) A limitation on the manner and means of advertising the operation or merchandise of the licensed establishment;

(6) Any other reasonable condition or restriction limiting the operation of the licensed business or establishment to ensure that the business or establishment will harmonize with the character of the area in which it is located, or to prevent the development or continuation of a nuisance.

The director may recommend the imposition of such reasonable conditions and/or restrictions as an adverse action against the license or licenses. The council may impose such conditions with the consent of the license holder, as an adverse action against the license or licenses following notice and hearing as may be required. Such conditions may be imposed on a license or licenses upon issuance or renewal thereof, or upon and as part of any adverse action against a license or licenses, including suspension. Conditions imposed on a license or licenses will remain on such licenses when renewed and must continue thereafter until removed by the council.

(d) Restrictions on intoxicating liquor, nonintoxicating and malt liquor licenses. When a reasonable basis is found by the council to impose restrictions or conditions upon an intoxicating liquor license held under this chapter, the council, upon issuing a new license or renewing a license or approving a transfer of a license, may impose reasonable conditions and restrictions pertaining to the manner and circumstances in which the business to preserve the public peace and protect and promote good order and security. These reasonable conditions or restrictions may pertain to:

(1) The hours when intoxicating liquor may be sold and/or consumed on the licensed premises;

(2) The exact location within a building where intoxicating liquor will be served and/or sold and/or consumed;

(3) The means of ingress to or egress from the licensed establishment;

(4) A requirement that certain off-street parking facilities be provided;

(5) A condition that the license will be in effect only so long as the establishment remains a drugstore, restaurant or hotel as defined by the state liquor act or regulations adopted pursuant thereto;

(6) The means and methods of advertising the sale of intoxicating liquor on the building and/or on the premises adjacent thereto;

(7) Reasonable conditions limiting the operation of the licensed premises so as to ensure that the licensed business will comport with the character of the district in which it is located and/or to the end that nuisances will be prevented; and

(8) Additional conditions upon hotels and restaurants which may in the discretion of the council tend to ensure that the sale of liquor will take place only in conjunction with the sale and service of food.

(e) *Standards for multiple license determination.* In any case in which the council is authorized to take adverse action against less than all of the licenses held by a licensee, or applied for by an applicant, the following standards may be used:

(1) The nature and gravity of the grounds found by the council to exist upon which the adverse action would be based;

(2)

The policy and/or regulatory goals for the particular licenses involved, either as embodied in the Legislative Code or as found and determined by the council;

(3) The interrelationship of the licenses and their relative importance to the overall business enterprise of the licensee or applicant;

(4) The management practices of the licensee or applicant with respect to each of such licenses;

(5) The extent to which adverse action against less than all of the licenses or applications would result in difficulty in enforcing and monitoring the adverse action taken;

(6) The hardship to the licensee or applicant that would be caused by applying adverse action to all licenses or applications; and

(7) The hardship and/or danger to the public, or to the public health and welfare, that would result from adverse action against less than all of the licenses or applications.

(Ord 22-46, § 5, 11-9-22)

Sec. 379.03 - License fee and license term.

(a) The annual fees for the issuance of a short-term rental platform license and short-term rental host license shall be established by ordinance as provided in chapter 310.09 of the Legislative Code.

(b) A short-term rental platform license and short-term rental host license shall expire one (1) year from the date the license is issued and must be renewed annually.

(c) Short-term rental platform licenses and short-term rental host licenses are non-transferable.

From: Eric Hudak
To: Kasara Carter
Cc: Tom Ferrara
Subject: RE: Taste of Rondo On-Sale Liquor License
Date: Tuesday, July 22, 2025 4:30:00 PM
Attachments: image002.png
image005.png
image001.png
image004.png

Ms. Kasara,

Please let me know the decision you have made regarding the suspended Taste of Rondo liquor licenses. The licenses have been expired for over one year and action must be taken.

Should you decide to renew the suspended licenses, you will need to verify the date in which liquor was last sold at the establishment as that may impact your ability to renew under existing city ordinance and state statute.

If you want to cancel the suspended licenses, please send a written request along with documentation the authorized representative of Charles' estate consents to cancellation of the licenses. Cancellation of the licenses would not prevent you from reapplying for new liquor licenses at the establishment subject to meeting application qualifications.

Please respond with your decision by July 31, 2025. If no response is provided, a recommendation will be made to the City Attorney's Office to revoke the licenses. Revocation of the licenses would not prevent you from reapplying for new liquor licenses at the establishment subject to meeting application qualifications.

If you'd like to further discuss or have questions please reply or contact me at (651) 266-9132.

Respectfully,

Eric Hudak

Eric Hudak
Licensing Manager
City of Saint Paul
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101
P: (651) 266-9132
Email: Eric.Hudak@ci.stpaul.mn.us
www.StPaul.gov

From: Eric Hudak
Sent: Thursday, July 3, 2025 11:04 AM
To: Kasara Carter <kasara.carter@gmail.com>
Subject: RE: Taste of Rondo On-Sale Liquor License

Ms. Carter,

There are two (2) options available for the reestablishment of liquor service at Taste of Rondo – 976 Rondo Avenue.

One is to cancel the licenses currently issued to Charles and apply for new licenses. This would avoid payment of unpaid license and penalty fees, and submission of some of the documentation referenced below. Information regarding Liquor license application requirements and processing can be found here.

The other is to renew the currently suspended liquor licenses by satisfying the following requirements. Satisfaction of these requirements would reactivate the licenses and advance the associated expiration dates to June 4, 2026.

1. Provide documentation the authorized representative of the estate consents to and seeks reissuance of the licenses to you as the beneficiary to the Taste of Rondo
2. Submit payment of $12,346.00 for license and penalty fees owed (itemized invoice attached)
3. Submit a Certificate of Insurance showing continuous Liquor Liability and Workers Compensation Insurance coverages for the period 06/04/2024 to 06/04/2026
4. Submit documentation you have ownership and control of the business entity Taste of Rondo LLC, along with a signed written statement identifying any other owners of the business to include the percentage of ownership for each individual.
5. Submit a completed Personal Affidavit/Consent to Background Check form for yourself and other owner(s). (provided upon request)

Let me know what you decide, or any questions you may have.

Eric Hudak

Eric Hudak
Licensing Manager
City of Saint Paul
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101
P: (651) 266-9132
Email: Eric.Hudak@ci.stpaul.mn.us
www.StPaul.gov

From: Kasara Carter <kasara.carter@gmail.com>
Sent: Thursday, June 5, 2025 11:32 AM
To: Eric Hudak <Eric.Hudak@ci.stpaul.mn.us>
Subject: Re: Taste of Rondo On-Sale Liquor License

Think Before You Click: This email originated **outside** our organization.

I'm the new owner and operator. I updated the LLC this week. Charles is my husband and I have been working alongside him throughout the entire process of opening the business.

I participated in all of the licensing process. It's all on the record I'd assume.

On Thu, Jun 5, 2025 at 11:11 AM Eric Hudak <Eric.Hudak@ci.stpaul.mn.us> wrote:

> Ms. Carter,
>
> My name is Eric Hudak, I am the Licensing Manager with the City's Department of Safety and Inspections. I understand you have contacted Councilmember Bowie's office and the City Attorney's Office regarding your interest in continuing the city licenses currently issued to Taste of Rondo, LLC. via the late Charles Carter for the operation of Taste of Rondo restaurant at 976 Rondo Avenue. Please know that I worked with Charles in the past, was saddened to hear of his passing and am sorry for your loss.
>
> Our department will research options available for reissuance of the Taste of Rondo licenses to you and the requirements to do so. A couple questions that will help us determine options are as follows:
>
> 1. Our records indicate Charles was the sole legal owner of Taste of Rondo LLC.. Do you have any ownership interest in the company?
> 2. What is the nature of your relationship to Charles and/or his estate?
>
> The City Attorney's Office has paused all current and pending actions against Taste of Rondo LLC. as this determination of options for license reissuance is accomplished.

Eric Hudak

Eric Hudak
Licensing Manager
City of Saint Paul
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101
P: (651) 266-9132
Email: Eric.Hudak@ci.stpaul.mn.us
www.StPaul.gov

City of Saint Paul Logo

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)

City of Saint Paul

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

Master

File Number: RES 25-1427

File ID:	RES 25-1427	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	2668779	**In Control:**	City Council
Department:	City Attorney	**Cost:**		**File Created:**	09/08/2025
File Name:	Memorialization - To approve an application to re-zone 5 parcels of land located at 694 Minnehaha Avenue East			**Final Action:**	

Title: Memorializing a City Council decision to approve an application to re-zone 5 parcels of land located at 694 Minnehaha Avenue East, *et al.* from I-2 general industrial to H2 residential, RM2 medium-density multiple-family residential, and T3 traditional neighborhood.

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	16
Sponsors:	Johnson	**Enactment Date:**	
Attachments:	PH 25-2 - ZC Staff Report Packet - Hamms	**Financials Included?:**	
Contact Name:	Josh Ladd	**Hearing Date:**	
Entered by:	riddhi.mistry@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Ladd, Josh	Approve	9/10/2025
1	2	9/8/2025	McMahon, Melanie	Approve	9/10/2025
1	3	9/10/2025	Tincher, Jaime	Approve	9/10/2025
1	4	9/10/2025	Cheniqua Johnson	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1427

Memorializing a City Council decision to approve an application to re-zone 5 parcels of land located at 694 Minnehaha Avenue East, *et al.* from I-2 general industrial to H2 residential, RM2

medium-density multiple-family residential, and T3 traditional neighborhood.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA), the Housing and Redevelopment Authority of the City of Saint Paul, and St. John Evangelical Lutheran Church, together hereinafter referred to as "Applicant", under Zoning File No. 25-015-702 applied to rezone five parcels of property located at:

0 Payne Avenue [PIN No. 322922120054, a 3.32 acre parcel that was zoned from I-2 to RM-2 (hereinafter referred to as "Parcel 1"),

0 Minnehaha Avenue [PIN No. 322922120133, a 2.21 acre parcel that was zoned from I-2 to RM-2 (hereinafter referred to as "Parcel 2"),

680 Minnehaha Avenue East [PIN No. 322922120128], a .08 acre parcel that was zoned from I-2 to T-3 (hereinafter referred to as "Parcel 3"),

694 Minnehaha Avenue East [PIN No. 322922120134], a 4.95 acre parcel that was zoned from I-2 to T-3 (hereinafter referred to as "Parcel 4"),

771 Margaret Street [PIN No. 322922110117], a 2.6622 acre parcel that was split zoned I-2 and H-2 to H-2 (hereinafter referred to as "Parcel 5"), and;

WHEREAS, the Saint Paul Planning Commission ("Commission"), following a duly conducted public hearing where all persons present were given an opportunity to be heard and based upon that evidence and the report and recommendation of Commission staff and Zoning Committee, duly moved to recommend to the Council of the City of Saint Paul ("Council") that the Applicant's petition to rezone Parcels 1 and 2 be approved for the reasons set forth in Commission Resolution No. 25-22, which the Commission adopted on May 30, 2025 and forwarded to the Council for its consideration as Council File ORD 25-46; and

WHEREAS, the Commission, following a duly conducted public hearing where all persons present were given an opportunity to be heard and based upon that evidence and the report and recommendation of Commission staff and Zoning Committee, duly moved to recommend to the Council that the Applicant's petition to rezone Parcel 5 be approved for the reasons set forth in Commission Resolution No. 25-24, which the Commission adopted on May 30, 2025 and forwarded to the Council for its consideration as Council File ORD 25-46; and

WHEREAS, the Commission, following a duly conducted public hearing where all persons present were given an opportunity to be heard, did not have sufficient votes to support the recommendation of Commission Staff and Zoning Committee, and did not move to approve recommend to the Council that the Applicant's petition to rezone Parcels 3 and 4. Commission Staff and Zoning Committee recommended approval of the Applicant's application for the reasons set forth in Commission Resolution No. 25-23, but that Resolution received insufficient votes to be adopted on May 30, 2025, so the Applicant's petition was forwarded to the Council for its consideration for a public hearing, as Council File PH 25-2; and

WHEREAS, the Commission's failure to adopt the recommendations of Commission Staff and the Zoning Committee was based upon findings from Commissioners that rezoning Parcels 3 and 4 would constitute "spot zoning." Commissioners were advised on the record by the Office of the City Attorney that legal review of the application was conducted, and that Office of the City Attorney came to the legal conclusion that rezoning Parcels 3 and 4 is not "spot zoning."; and

WHEREAS, the Council, following a duly conducted public hearing on PH 25-2, where all persons present were given the opportunity to be heard, brought a motion of intent to Amend the Zoning Code to rezone Parcels 1, 2, 3, 4, 5 consistent with the Applicant's petition and pursuant to the recommendations of Commission Staff and the Zoning Committee. The Council voted to approve the motion of intent, so Ordinance 25-46 came before Council for three readings, occurring on August 6, August 13 and August 20, 2025, and was duly considered by the Council; and

WHEREAS, on August 20, 2025, the matter came on for final adoption before the Council, and at the hearing Council unanimously adopted Ordinance 25-46 to rezone Parcels 1, 2, 3, 4, and

5 and to amend the Zoning Map in Chapter 60 of the Legislative Code, consistent with the Application and the recommendations of the Commission Staff and Zoning Committee; NOW, THEREFORE,

BE IT RESOLVED that the Council of the City of Saint Paul adopts the findings and recommendations of the staff report dated May 15, 2025, which is incorporated into this resolution by reference; and

BE IT RESOLVED that the Council of the City of Saint Paul's reasons to approve the application to rezone 694 East Minnehaha Avenue, *et. al.* are as follows:

Rezoning the property is consistent with the long-term vision for this property. The City has long planned for this property to become a dense mixed-use opportunity site;

Rezoning the property will allow the HRA to support the development of significant affordable housing at the site;

Rezoning the property will allow the HRA to redevelop property that has been vacant for 30 years;

Rezoning the property will allow the HRA to convert HRA owned property into taxable private property, satisfying a goal of converting publicly owned property into taxable private property;

Rezoning the property will allow the HRA to improve blighted conditions at the property by redeveloping it into affordable housing using and mixed-use development;

Rezoning the property will allow the HRA to redevelop the property into a walkable and transit-oriented neighborhood;

AND, BE IT FURTHER RESOLVED, that these reasons are adopted by the Council as a formalized statement of its legislative rationale for approving the application to amend the Saint Paul Zoning Code and to rezone 694 Minnehaha Avenue East, *et al.*; AND

BE IT FINALLY RESOLVED that this Resolution, upon adoption, be provided to the Applicants, and to the Planning and Zoning Administrators

Staff Report

Saint Paul Planning Commission
Zoning Committee

Zoning Application: Hamm's Brewery Rezoning

Location	694 Minnehaha Avenue E. et al, between Payne Avenue and 7th Street .
Application Type	Rezoning
Applicant	Ramsey County Regional Railroad Authority (RCRRA), Housing and Redevelopment Authority (HRA), St. John Evangelical Lutheran Church
Request	Rezone (§61.801) from I2 general industrial (§66.500) to H2 residential (§66.200), RM2 medium-density multiple-family residential (§66.200), and T3 traditional neighborhood (§66.300).
Staff Recommendation Summary	Approval of the rezonings at 694 Minnehaha Ave E. et al
District Council Recommendation	The Dayton's Bluff Community Council and Payne Phalen Community Council have recommended approval of the rezoning.
Public Hearing Date	May 22, 2025
Deadline for Action	June 30, 2025
Staff	Chris Hong, 651-266-6572, chris.hong@ci.stpaul.mn.us

Parcel Information

PIN	See Figure 1
Legal Description	See file
Parcel Size	13.22 acres total, see Figure 1
Existing Land Use	Parcel 1: Bruce Vento Regional Trail Parcel 2: Parkland Parcel 3: Vacant building, former grain dryer for Hamm's Brewery Parcel 4: Former Hamm's Brewery site Parcel 5: Residence, St John & Immanuel Hmong Lutheran Church and school, outdoor play area
Zoning	I2
Surrounding Land Use	Mixed-use industrial internal to the site and to the north; trail and park to the west and southwest; multi-family, single-family, and duplex residential to the south and east; religious institution to the southeast.

2040 Future Land Use Designation	Parcel 1: Urban Neighborhood Parcel 2: Urban Neighborhood Parcel 3: Industrial and Mixed-Use Opportunity Site Parcel 4: Industrial/Urban Neighborhood and Mixed-Use Opportunity Site Parcel 5: Urban Neighborhood
History	Parcel 1: The subject parcel is a former railway right of way. In the 1990s, it was acquired by the RCRRA and is now a portion of Bruce Vento Regional Trail – a seven-mile multi-use trail connecting Downtown Saint Paul to Maplewood. Parcel 2: The subject parcel has historically been undeveloped parkland adjoining Swede Hollow Park. In the 2019 Swede Hollow Park Master Plan, the Saint Paul Parks and Recreation Department notes that it will acquire this parcel sometime in the future. Parcel 3: The grain dryer was built in 1951. It closed with the rest of the brewery in 1997. The subject parcel was purchased by the HRA in 2004. Parcel 4: The subject parcel contains multiple remaining buildings from Hamm's Brewery built between 1883 and 1950 and accessory surface parking. The buildings closed with the rest of the brewery in 1997. The subject parcel was purchased by the HRA in 2004. Parcel 5: St. John Evangelical Church and school were built in 1952 and 1966, respectively. The residence is a parsonage, a house for a member of the clergy, and was built in 1972. The portion of the site proposed for rezoning is undeveloped.

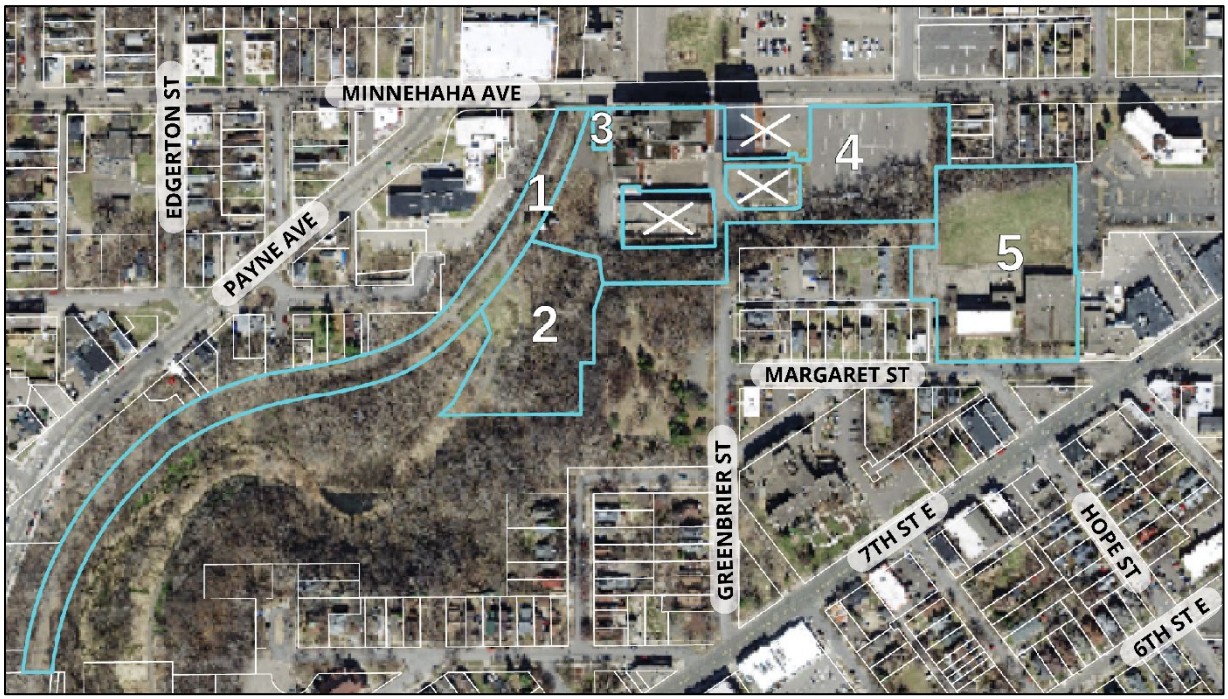


Figure 1. Aerial map of subject parcels 1 – 5

Application Request

Parcel 1: An application has been submitted to rezone from I2 general industrial to RM2 medium-density multiple-family residential. The subject parcel is currently split-zoned I2 and RM2. The proposed rezoning would correct this so the entire parcel is zoned RM2. No development is proposed on the parcel.

Parcel 2: An application has been submitted to rezone from I2 general industrial to RM2 medium-density multiple-family residential. The subject parcel is currently split-zoned I2 and RM2. The proposed rezoning would correct this so the entire parcel is zoned RM2. No development is proposed on the parcel.

Parcel 3: An application has been submitted to rezone from I2 general industrial to T3 traditional neighborhood. The HRA has tentatively approved JB Vang and their proposal for a mixed-use development at the Hamm's Brewery site on Parcels 3 and 4.

Parcel 4: An application has been submitted to rezone from I2 general industrial to T3 traditional neighborhood. A lot split is in progress, which would bisect the parcel into western and eastern parts. The rezoning would apply to both halves. The HRA has tentatively approved JB Vang and their proposal for a mixed-use development at the Hamm's Brewery site on Parcels 3 and 4.

Parcel 5: An application has been submitted to rezone from I2 general industrial to H2 residential. The subject parcel is currently split-zoned I2 and H2. The proposed rezoning would correct this so the entire parcel is zoned H2. No development is proposed on the parcel.

Zoning Analysis

Rezoning Findings of Fact:

Parcels 1 and 2:

1. The proposed RM2 zoning is consistent with the 2040 Comprehensive Plan. These parcels are guided Urban Neighborhood, which allows for the residential and institutional uses permitted in the RM2 zoning district.
2. The proposed zoning is compatible with the surrounding uses. The area surrounding the sites are primarily residential, institutional, and parkland.
3. The proposed zoning does not constitute spot zoning. Court rulings have determined that "spot zoning" is illegal in Minnesota. Minnesota courts have stated that this term "applies to zoning changes, typically limited to small plots of land, which establish a use classification inconsistent with the surrounding uses and create an island of nonconforming use within a larger zoned property." The proposed RM2 zoning adjoins a large area zoned RM2. The uses are consistent with the uses in the area.

Parcel 3 and 4:

1. The proposed T3 zoning is consistent with the 2040 Comprehensive Plan. The subject parcels are guided Industrial and as a Mixed-Use Opportunity Site. Mixed-Use Opportunity Sites have been identified to have potential for redevelopment as *"higher-density mixed-use development or employment centers."* T3 permits a variety of uses including higher-density residential, commercial, and

employment uses like office, retail, service business. The intent of the T3 zoning district is to provide 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."*

Policy LU-46 calls for the prevention of industrial land being converted to residential or institutional uses unless guided otherwise in a City of Saint Paul adopted plan. In addition to being guided as a Mixed-Use Opportunity Site in the Comprehensive Plan, which encourages the conversion away from industrial zoning, the subject parcels are guided mixed-use in small area plans for the neighborhood. The Phalen Corridor Development Strategy (adopted as a Comprehensive Plan addendum in 2001), calls for mixed-use development at this site. An objective of development identified in the Payne-Arcade area include "reflect the area's denser, more urban character." The Near East Side Roadmap (2012) identifies the subject parcels as "reuse opportunity candidates," "building reuse opportunit(ies) to explore," and a "potential placemaking or community gathering location".

There is also a small portion of Parcel 4 (less than 10%), along its southern edge, that is guided Urban Neighborhood. Policy LU-35 calls for "multi-family housing along arterial and collector streets." Minnehaha Avenue is a minor arterial street. T3 zoning permits both multi-family housing and mixed-use developments.

2. The proposed zoning is compatible with the surrounding uses. The surrounding uses include a craft brewery, a craft distillery, multi-family residential, single-family and duplex residential, parkland, and a multi-tenant commercial campus with auto sales, a trapeze center, a wholesale laundry service, a tree trimming service, and other services. Most of the surrounding uses, with the possible exception of the tree trimming service (depending on its classification), but certainly including the craft brewery and craft distillery, are allowed in the T3 zoning district. The uses permitted in T3 are compatible with the existing uses established in the area.

3. The proposed zoning does not constitute spot zoning. Court rulings have determined that "spot zoning" is illegal in Minnesota. Minnesota courts have stated that this term "applies to zoning changes, typically limited to small plots of land, which establish a use classification inconsistent with the surrounding uses and create an island of nonconforming use within a larger zoned property." The proposed T3 zoning is a large plot of land, the T3 classification is consistent with the surrounding uses (see Attachment 2), and it does not create an island of nonconforming use. Also, there is land zoned T2 nearby and the permitted uses in T2 and T3 largely overlap.

   The rezoning would further the general welfare of the public and the proposed T3 zoning would not result in significant negative impacts on neighbors. The allowable uses in T3 are compatible with the surrounding uses and so would not discriminatorily benefit the property owner. The Dayton's Bluff District Plan includes goals to address vacant buildings in the neighborhood. This rezoning would further the general welfare of the public by facilitating the development of two parcels that have been vacant for nearly thirty years.

There are two other parcels completely surrounded by Parcel 4 (and a third surrounded on three sides) that are zoned I2 and are not part of the proposed rezoning. The fact that these parcels would be surrounded by a property with a different zoning classification does not, alone, constitute spot zoning. The current uses on these other parcels are a craft brewery and a craft distillery, which are allowed in the T3 district and therefore not inconsistent with T3 zoning. Additionally, the industrial parcels surrounded by Parcel 4 are adjacent to a large area zoned I2 on the north side of Minnehaha Avenue.

Parcel 5:

1. The proposed RM2 zoning is consistent with the 2040 Comprehensive Plan. This parcel is guided Urban Neighborhood, which allows for the residential and institutional uses permitted in the H2 zoning district.
2. The proposed zoning is compatible with the surrounding uses. The area surrounding the site is primarily residential with commercial uses along nearby 7th St.
3. The proposed zoning does not constitute spot zoning. Court rulings have determined that "spot zoning" is illegal in Minnesota. Minnesota courts have stated that this term "applies to zoning changes, typically limited to small plots of land, which establish a use classification inconsistent with the surrounding uses and create an island of nonconforming use within a larger zoned property." The proposed H2 zoning adjoins a cluster of parcels zoned H2. The uses are consistent with the uses in the area.

Action

Recommended Motion

Move to adopt the staff recommendation to approve five rezonings from I2 general industrial to H2 residential district, RM2 medium-density multiple-family residential district, and T3 traditional neighborhood at 694 Minnehaha Ave E et al.

Additional Options

- Deny some or all of the rezonings
- Lay over

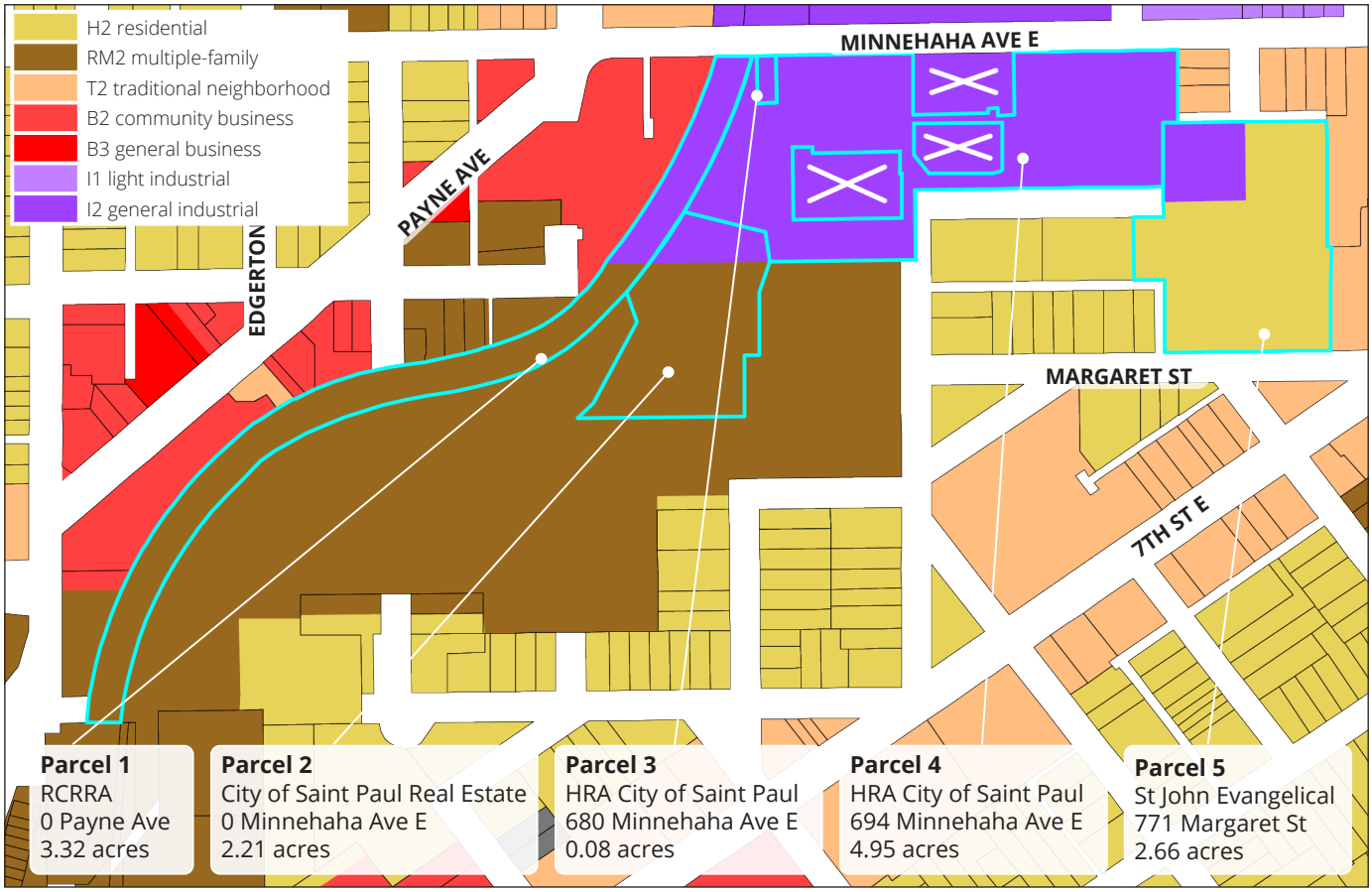
Any motion should be supported by the findings. This may require changes in the staff-recommended findings.

Attachments

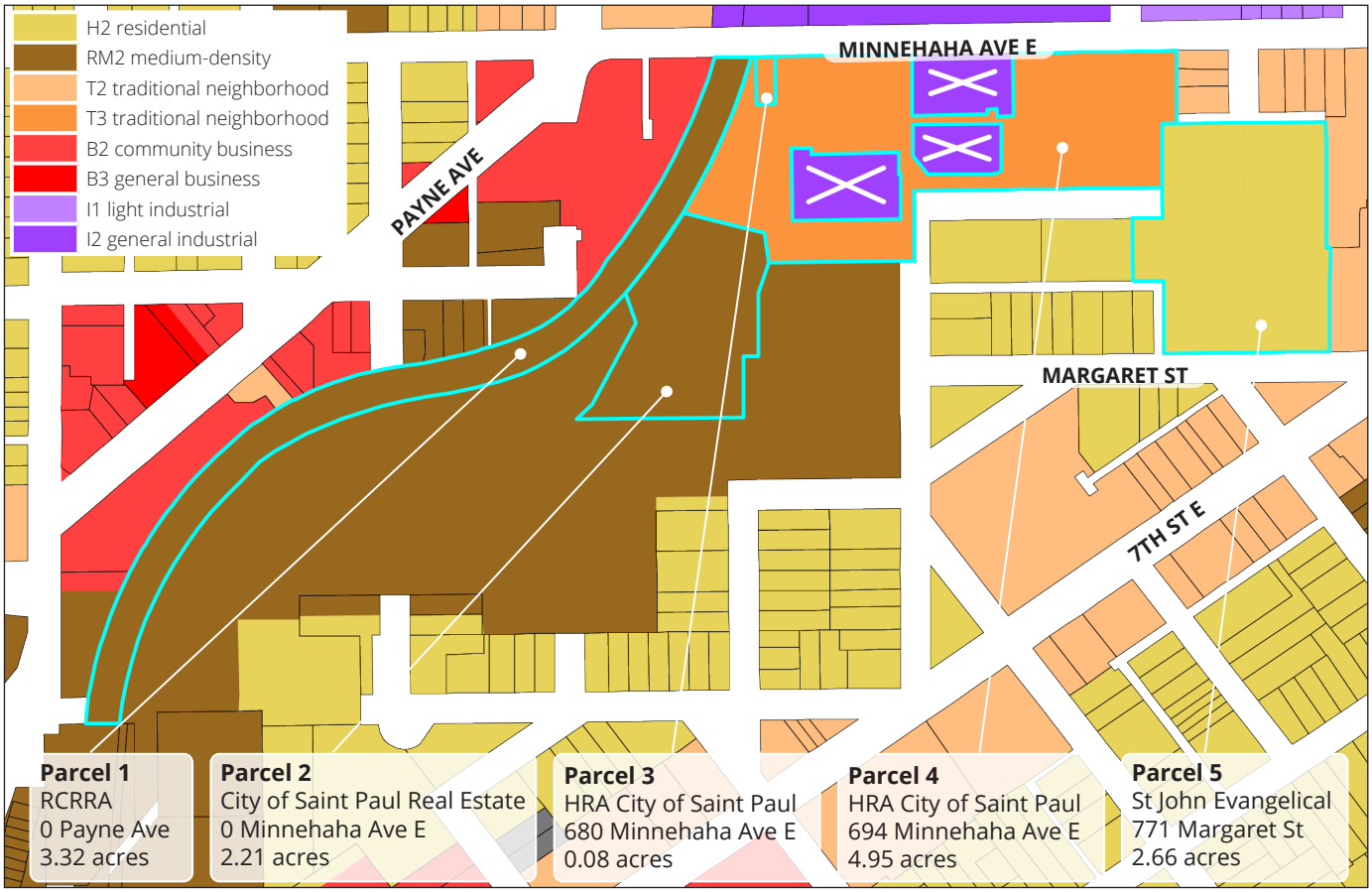
1. Zoning maps
2. Use Table of Zoning Districts
3. Application Materials
4. District Council recommendations

Attachment 1: Zoning Maps

Current Zoning



Proposed Zoning



Attachment 2: Use Table of Zoning Districts P - Permitted use C - Conditional use requiring a conditional use permit

Use	H1	H2	RM1	RM2	RM3	T1	T2	T3	T4	B1	B2	B3	IT	I1	I2	I3
Residential Uses																
Dwellings																
One-family dwelling	P	P	P	P		P	P	P								
Two-family dwelling	P	P	P	P		P	P	P								
Multiple-family dwelling	P	P	P	P	P	P	P	P	P							
Cluster development	P/C	P/C	P/C	P/C		P	P	P	P							
Housing for the elderly			P	P	P											
Reuse of large structures	C	C	C	C	C											
Mixed Commercial-Residential Uses																
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Live-work unit						P	P	P	P							
Mixed residential and commercial use						P	P	P	P	P	P	P	P	P	P/C	
Congregate Living																
Adult care home	P	P	P/C	P/C	P/C	P/C	P	P	P	P	P	P	P	P	C	
Community residential facility, licensed correctional			C	C	C	C	C	C	C		C	C		C	C	
Dormitory	P	P/C	P/C	P/C	P/C	P/C	P	P	P							
Emergency housing facility	P	P	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P	P/C	P/C	P	P/C	C	
Foster home	P	P	P	P	P	P	P	P	P	P	P	P				
Fraternity, sorority	P	P/C	P/C	P/C	P/C	P/C	P	P	P							
Overnight shelter														C	C	
Roominghouse			C	C	C	C	C	C	C				P	P	C	
Shelter for battered persons	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P	P	P	P	
Sober house	P	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	
Supportive housing facility	P	P/C	P/C	P/C	P/C	P/C	P	P	P	P	P	P	P	P	C	
Civic and Institutional Uses																
Cemetery, mausoleum	C	C	C	C												
Club, noncommercial							P	P	P		P	P	P	P	C	
College, university, seminary or similar institution of higher learning	C	C	C	C	C	P	P	P	P	P	P	P	P	P	C	
Community center	P/C	P/C	P/C	P/C	P/C	P	P	P	P	P	P	P	P	P	C	
Day care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	
Golf course	C	C	C	C												
Homeless services facility						P/C	P/C	P/C	P/C	P/C	P/C	P	P	P		
Museum						P/C	P	P	P				P	P	C	
Public library	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	
Public and private park, playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious institution	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	
School, primary & secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	
Trade school, arts school, dance school, etc.						P	P	P	P	P	P	P	P	P	C	
Public Services and Utilities																
Antenna, cellular telephone	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P	P	P	P
Antenna, public utility microwave													C	C	P	P
Antenna, radio and television transmitting													C	C	P	P
Antenna, satellite dish													C	C	P	P

Attachment 2: Use Table of Zoning Districts P - Permitted use C - Conditional use requiring a conditional use permit

Use	H1	H2	RM1	RM2	RM3	T1	T2	T3	T4	B1	B2	B3	IT	I1	I2	I3
Electric transformer or gas regulator substation										C	C	P	P	P	P	P
Municipal building or use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Municipal incinerator															P	P
Power plant															P	P
Public utility heating or cooling plant														P	P	P
Public works yard or maintenance facility														P	P	P
Sewage treatment plant															P	P
Solar energy generation facility, community	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C
Utility or public service building	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P
Water supply plant													P	P	P	P
Yard waste site, municipal	C	C	C	C	C									C	C	P
Commercial Uses																
Office, Retail, and Service Uses																
General office, studio						P	P	P	P	P	P	P	P	P	P	
General retail							P/C	P/C	P/C	P	P	P	P	P	P	
Service business, general						P	P	P	P	P	P	P	P	P	P	
Service business with showroom or workshop							P/C	P/C	P/C		P	P	P	P	P	
Alternative financial establishment														C	P	
Animal boarding								P				C		P	P	
Animal day care								P	P			P	P	P	P	
Artist's studio						P	P	P	P	P	P	P	P	P	P	
Business sales and services							P	P				P	P	P	P	
Cannabis retail							P/C	P/C	P/C	P/C	P/C	P/C	P	P	P	
Drive-through sales and services, principal and accessory							C			C	C	P	P	P	P	
Dry cleaning, commercial laundry							P	P	P	P	P	P	P	P	P	
Farmers Market	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	
Garden center, outdoor							P	P	P		C	P	P	P	P	
Greenhouse												C	P	P	P	
Gunshop, shooting gallery														C	P	P
Hospital							C	C	C			P	P	P	P	
Mortuary, funeral home							P	P	P			P		P	C	
Outdoor uses, commercial							P/C	P/C	P/C		P/C	P/C	P/C	P/C	P	
Outdoor uses, commercial sales of consumer fireworks												C		C	C	
Package delivery service												P	P	P	P	
Pawn shop												C		C	P	
Small engine repair, automotive bench work												P				
Tattoo shop							P	P	P		P	P	P	P	P	
Tobacco products shop							P/C	P	P		P	P	P	P	P	
Veterinary clinic							P	P	P		P	P	P	P	P	
Food and Beverages																
Bar							P/C	P/C	P/C		P/C	P	P	P	P	

Attachment 2: Use Table of Zoning Districts P - Permitted use C - Conditional use requiring a conditional use permit

Use	H1	H2	RM1	RM2	RM3	T1	T2	T3	T4	B1	B2	B3	IT	I1	I2	I3
Brew on premises store							P	P	P		P	P	P	P	P	
Coffee kiosk											P	P	P	P	P	
Coffee shop, tea house						P/C	P/C	P/C	P/C	P/C	P	P	P	P	P	
Restaurant							P/C	P/C	P/C		P	P	P	P	P	
Restaurant, fast food							P/C	P/C	P/C		P/C	P/C	P/C	P	P	
Commercial Recreation, Entertainment and Lodging																
Bed and breakfast residence	P/C	P/C	P/C	P/C		P	P	P	P	P	P	P				
Bingo hall, auction hall											C	P	P	P	C	
Hotel							P	P	P			P	P	P	P	
Motel												P	P	P	P	
Short term rental dwelling unit	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	
Health/sports club							P	P	P		P	P				
Indoor recreation							C	C	C		C	P	P	P	P	
Outdoor sports/entertainment									P					C	P	P
Reception hall/rental hall							C	C	C		P	P	P	P	C	
Steam room/bathhouse facility											P	P	P	P	P	
Theater, assembly hall							P/C	P/C	P/C		P	P	P	P	C	
Adult Entertainment																
Adult use												C		C	C	
Automobile Services																
Auto body shop									C				C	P	P	P
Auto convenience market							C	C			C	C	C	P	P	
Auto service station							C	C			C	C	C	P	P	
Auto specialty store											C	C	C	P	P	
Auto repair station												C	C	P	P	
Auto sales, indoor												P	P	P	P	
Auto sales and rental, outdoor												C	C	P	P	
Car wash, detailing												C		P	P	
Parking Facilities																
Parking facility, commercial							C	C	C				C	P	P	C
Transportation																
Airport														C	C	C
Bus garage, station, lot, or turnaround														P	P	C
Bus or railroad passenger station								C	C			P				
Heliport												C		C	C	C
Helistop													C	C	C	C
Intermodal freight yard															C	C
Motor freight terminal															C	C
Railroad right-of-way	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P
Railroad station or terminal freight facility													P	P	P	C
Railroad yard or shop													C	C	P	P
Taxi dispatching, maintenance and storage														P	P	P
Limited Production, Processing and Storage																
Agriculture	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P	P	P	
Brewery, craft							P/C	P/C	P/C		P/C	P/C	P	P	P	

Attachment 2: Use Table of Zoning Districts P - Permitted use C - Conditional use requiring a conditional use permit

Use	H1	H2	RM1	RM2	RM3	T1	T2	T3	T4	B1	B2	B3	IT	I1	I2	I3
Distillery, craft							P/C	P/C	P/C		P/C	P	P	P	P	
Finishing shop												P	P	P	P	
Limited production and processing							P/C	P/C	P/C			P	P	P	P	
Mail order house							P	P	P		P	P	P	P	P	
Plastic products													P	P	P	
Printing and publishing							P/C	P/C	P/C		P/C	P	P	P	P	
Recycling collection center												P		P	P	
Recycling drop-off station											P	P	P	P	P	
Storage facility, rental													P	P	P	P
Toiletries and cosmetic manufacturing													P	P	P	
Warehousing and storage													P	P	P	
Wholesale establishment												P	P	P	P	
Winery, craft							P/C	P/C	P/C		P/C	P/C	P	P	P	
Industrial Uses																
Light manufacturing													P	P	P	P
General industrial															P	P
General outdoor processing															C	C
Brewery, micro and regional													P	P	P	
Brewery, national															P	
Cement, asphalt cement, and asphalt manufacturing															C	C
Concrete, asphalt and rock crushing facility, outdoor																C
Crematorium														P	P	P
Greenhouse, industrial													P	P	P	
Hazardous waste processing facility															C	C
Hazardous waste recycling transfer facility															C	C
Infectious waste incinerator																C
Infectious waste processing facility															C	C
Lumber yard													P	P	P	
Mining															C	C
Motor vehicle salvage operation															C	C
Petroleum and gasoline tank farm																P
Recycling processing center, indoor														P	P	P
Recycling processing center, outdoor															C	C
Research, development and testing laboratory													P	P	P	
Solid waste compost facility															C	C
Solid waste transfer station															P	P
Tire retreading														P	P	P
Accessory Uses																
Accessory use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling unit, accessory	P	P	P	P		P	P	P								
Micro-unit dwellings accessory to a religious institution	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Retail service and office, accessory				C	C											

Attachment 2: Use Table of Zoning Districts P - Permitted use C - Conditional use requiring a conditional use permit

Use	H1	H2	RM1	RM2	RM3	T1	T2	T3	T4	B1	B2	B3	IT	I1	I2	I3
Support services in housing for the elderly				P	P											

REZONING 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

PD=4

Zoning Office Use Only
File # _____
Fee Paid $ _____
Received By / Date _____
Tentative Hearing Date _____

APPLICANT

Property Owner(s) HRA City of Saint Paul
Address 25 4th St W Ste 1400 City Saint Paul State MN Zip 55102
Email marie.franchett@ci.stpaul.mn.us Phone 651-266-6702
Contact Person (if different) Ashley Bisner Email abisner@jbvang.com
Address 1335 Pierce Butler Route City Saint Paul State MN Zip 55104
(Attach additional sheet if necessary to include all of the owners of at least 67% of the area of the property to be rezoned.)

PROPERTY INFO

Address/Location 680 - 694 Minnehaha Avenue East
PIN(s) & Legal Description 322922120128, 322922120134,
(Attach additional sheet if necessary.)
THEO. HAMM BREWING CO ADDITION PART OF BLK 4 DESC AS COM AT NW ...48 MIN 34 SEC W 93.48 FT TO POB
[illegible] Lot Area 4.945 + 0.0816 Current Zoning I2

TO THE HONORABLE MAYOR AND CITY COUNCIL:

Pursuant to Saint Paul Zoning Code § 61.801 and Minnesota Statues § 462.357, JB Vang Partners on behalf of HRA City of Saint Paul

owner(s) of land proposed for rezoning, hereby petition(s) to rezone the above described property from a I2 zoning district to a T4 zoning district, for the purpose of:

JB Vang Partners has been designated by the City of Saint Paul HRA as the Tentative Developer for this property, known as the Hamm's Brewery. Its original use was a brewery which closed in 1997 and has been vacant since that time. JB Vang Partners submitted a proposal to redevelop the HRA-owned property to include new construction multifamily affordable housing, adaptive reuse of the brewery buildings into artist loft style affordable housing and a commercial marketplace. JB Vang's proposal also includes significant greenspace improvements to create community gathering spaces and connections with Swede Hollow Park and the Bruce Vento Regional Trail. This rezoning application includes some adjoining parcels. See attachment for details.

Attach additional sheets if necessary. Attachments as required: ☐ Site Plan ☐ Consent Petition ☐ Affidavit

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

Subscribed and sworn to before me
Date Feb 19 2025
Notary Public

LAURA L ECKERT
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

By: _____
Fee owner of property

Title: Executive Director, Saint Paul Housing and Redevelopment Authority

Rev 8.5.2019

REZONING 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

Property Owner(s) Ramsey County Regional Railroad Authority ("RCRRA")
Address 121 Seventh Place East, Suite 2200 City St. Paul State MN Zip 55101
Email Cheryl.Judge@co.ramsey.mn.us Phone (612) 481-9435
Contact Person (if different) Cheryl Judge Email cheryl.judge@co.ramsey.mn.us
Address 121 Seventh Place East, Suite 2200 City St. Paul State MN Zip 55101
(Attach additional sheet if necessary to include all of the owners of at least 67% of the area of the property to be rezoned.)

PROPERTY INFO

Address/Location 0 Payne Avenue
PIN(s) & Legal Description 32-29-22-12-0054
(Attach additional sheet if necessary.)
Section 32, Township 29, Range 22, A 70 foot right of way across the NW Quarter of the NW Quarter . . . to St. Paul in Soc. 32 T29 R22 Lot Area .77 Current Zoning I2

TO THE HONORABLE MAYOR AND CITY COUNCIL:

Pursuant to Saint Paul Zoning Code § 61.801 and Minnesota Statues § 462.357, RCRRA, owner(s) of land proposed for rezoning, hereby petition(s) to rezone the above described property from a I2 zoning district to a RM2 zoning district, for the purpose of:

The above-referenced RCRRA Parcel encompasses split zones (zoned as both RM2 and I2). The total size of the parcel is 3.32 acres. The purpose of this application is to rezone the I2 portion of the Parcel to RM2. JB Vang Partner's has been designated by the City of St. Paul HRA as the tentative Developer for the Hamm's Brewery. Its original use was a brewery which closed in 1997 and has remained vacant. The Hamm's Brewery property is contiguous to the northeast of the RCRRA property. JB Vang Partner's proposal is to redevelop the HRA owned property to include new construction multifamily affordable housing, adaptive reuse of the brewery buildings into artist loft style affordable housing, and a commercial marketplace. This rezoning application is for one of several adjoining parcels to be rezoned to standardize the zoning in the contiguous properties of the Hamm's Brewery (See attachment for details).

Attach additional sheets if necessary. Attachments as required: ■ Site Plan ☐ Consent Petition ☐ Affidavit

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

Subscribed and sworn to before me
Date November 26 20 24
Notary Public

JASON YANG
Notary Public
State of Minnesota
My Commission Expires 01/31/2029

By: _____
Fee owner of property
Title: Director of Property Management

Rev 8.5.2019

REZONING 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

Property Owner(s) St John Evangelical Lutheran Church
Address 765 Margaret City Saint Paul State MN Zip 55106
Email president@stjohnev.net Phone 651-771-6406
Contact Person (if different) Justin Fincher Email jjfincher@jbvang.com
Address 1335 Pierce Butler Route City Saint Paul State MN Zip 55104
(Attach additional sheet if necessary to include all of the owners of at least 67% of the area of the property to be rezoned.)

PROPERTY INFO

Address/Location 771 Margaret
PIN(s) & Legal Description 322922110117
(Attach additional sheet if necessary.)
SCHURMEIER AND EVANS VAC STS & ALLEYS ACCRUING & FOL; LOTS 4,5 & ...ACCRUING; LOTS 20,21 & 22 BLK 1
Lot Area .33 Current Zoning I2

TO THE HONORABLE MAYOR AND CITY COUNCIL:

Pursuant to Saint Paul Zoning Code § 61.801 and Minnesota Statues § 462.357, JB Vang Partners on behalf of St. John Lutheran Church, owner(s) of land proposed for rezoning, hereby petition(s) to rezone the above described property from a I2 zoning district to a H2 zoning district, for the purpose of:

This property is split zoned H2 and I2 and the total size of the parcel is 2.6622 acres. The I2 portion of the parcel is .33 acres. This application is to rezone the I2 portion of the property to H2, so it is consistent with the remainder of the church property and there are no residual industrial zoned remnants. JB Vang Partners has been designated by the City of Saint Paul HRA as the Tentative Developer for the Hamm's Brewery. Its original use was a brewery which closed in 1997 and has been vacant since that time, JB Vang Partners' proposal is to redevelop the HRA-owned property to include new construction multifamily affordable housing, adaptive reuse of the brewery buildings into artist loft style affordable housing and a commercial marketplace. This rezoning application is for one of several adjoining parcels to be rezoned to standardize the zoning in the contiguous properties of the Hamm's Brewery. See attachment for details.

Attach additional sheets if necessary. Attachments as required: ☐ Site Plan ☐ Consent Petition ☐ Affidavit

☐ If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.

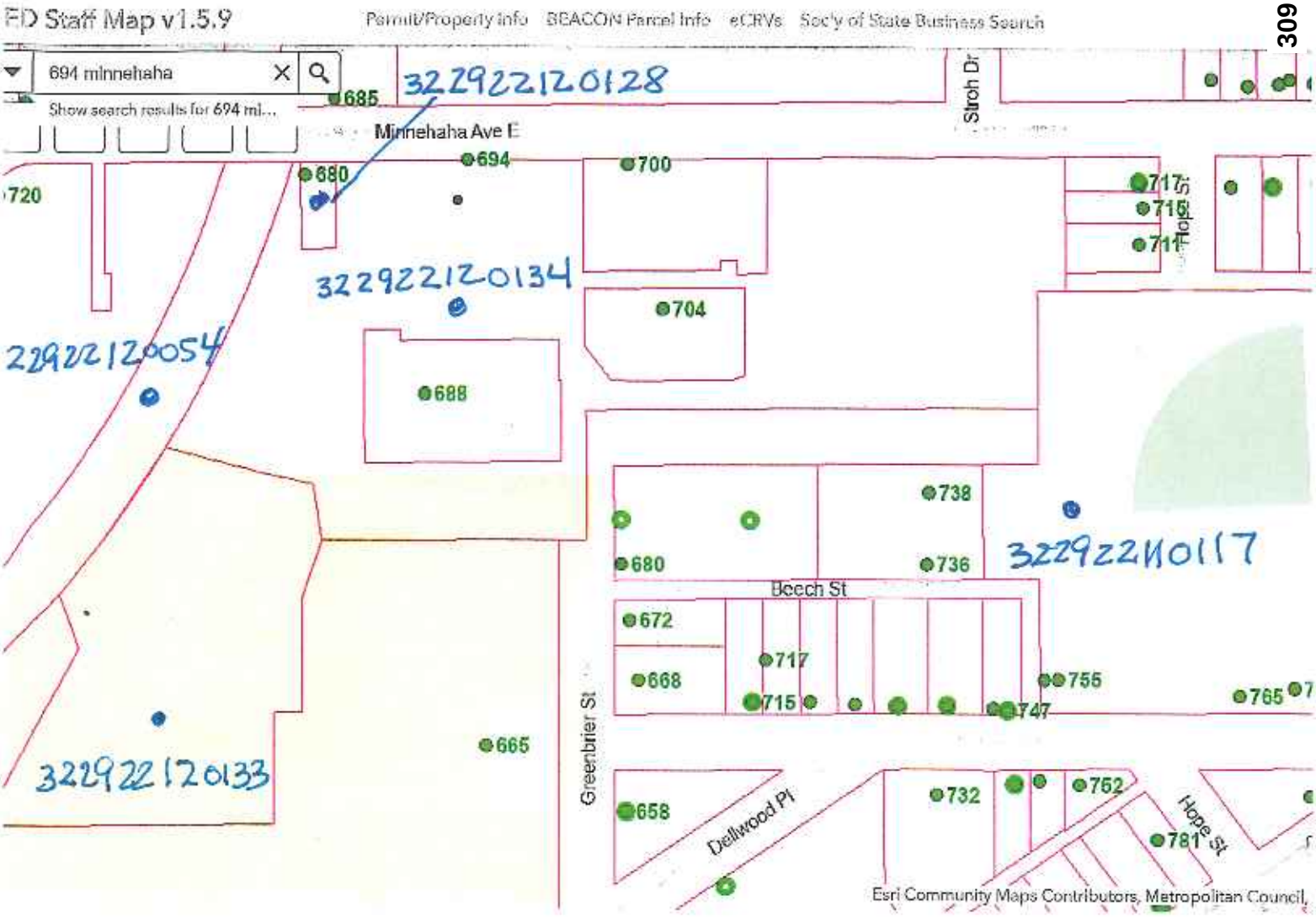
Subscribed and sworn to before me
Date 9/20 2024
Jane L Rausch
Notary Public

JANE L RAUSCH
Notary Public
Minnesota
My Commission Expires January 31, 2028

By: Stephen A. Abraham
Fee owner of property
Title: President

Rev 6.5.2019

address	pin	legal description	area	owner	current zoning	proposed zoning
680 Minnehaha Ave E	322922120128	THEO. HAMM BREWING CO ADDITION PART OF BLK 4 DESC AS COM AT NW ...48 MIN 34 SEC W 93.48 FT TO POB	0.08	HRA	I2	T4
694 Minnehaha Ave E	322922120134	THEO. HAMM BREWING CO ADDITION EX THAT PT OF LOT 12 BLK 1 SCHURMEIER ...48 MIN 01 SEC E 135.58 FT TO POB	4.95	HRA	I2	T4
771 Margaret	322922110117	SCHURMEIER AND EVANS VAC STS & ALLEYS ACCRUING & FOL; LOTS 4,5 & ...ACCRUING; LOTS 20,21 & 22 BLK 1	2.6622	St John Evangelical Lutheran	split zoned, I2 and H2	H2
0 Payne Ave	322922120054	SECTION 32 TOWN 29 RANGE 22 A 70 FT RY R/W ACROSS NW 1/4 OF NE 1/4 ...TO ST PAUL IN SEC 32 TN 29 RN 22	3.32	City of Saint Paul Real Estate	I2	RM2
0 Minnehaha Ave	322922120133	IRVINES 2ND ADDITION SUBJ TO ESMTS, THAT PART OF BATES AVE ADJ ...RAILROAD ROW AND THERE TERM	2.21	Ramsey County	I2	RM2



APPLICANT HRA City of Saint Paul et.Al

PURPOSE Rezone

FILE # _____ DATE 3-4-25

ENG. DIST. 4

SCALE 1" = 400'

Land Use Map # _____

Zoning Map # _____

LEGEND

- zoning district boundary
- subject property
- one family
- two family
- multiple family
- commercial
- Industrial
- V vacant

PED

north

April 15, 2025

Bill Dermody
City of Saint Paul Planning and Economic Development Department
1400 City Hall Annex
25 W. Fourth Street
St. Paul, MN 55102

RE: Rezoning application for the development at the former Hamm's Brewery at 680 AND 694 EAST 7TH STREET, SAINT PAUL, MN 55106 (Dayton's Bluff District 4, Ward 7)

PID: 322922120128, 322922120134, 322922110117, 322922120054, 322922120133 (see attachment)

Dear Mr. Dermody,

JB Vang Partners (JBV) is thrilled to be the tentative developer of the HRA-owned former Hamm's Brewery at 680 and 694 East Minnehaha Avenue. The planned redevelopment of the historic Hamm's Brewery includes the East End (new construction affordable housing) and the West End (adaptive re-use of historic brewery buildings for artist style affordable housing and a commercial marketplace) and additional greenspace, trail connections and site improvements.

JBV is proposing to rezone the development property from I2 to T3. The City of Saint Paul 2040 Comprehensive Plan (adopted 2020) identifies the Hamm's Brewery Complex as a "Mixed-Use Opportunity Site." The Opportunity Site designation allows for "higher-density mixed-use development or employment centers" and potential flexibility in rezoning if needed for a residential or mixed-use development.

There are three privately owned parcels within the development site. Those properties are not part of this zoning application. In addition to these properties, the City has requested JB Vang to assist in rezoning contiguous split zoned properties that are currently partially I2 to either RM2 (Ramsey County and City of Saint Paul Property), or to H2 (Saint John Lutheran Property) to be consistent with their residual or adjacent property. (See attached exhibit.) Ramsey County staff have indicated they are supportive of the rezoning and their executed application is attached. Saint John Lutheran Church is in support of the rezoning and we are submitting their notarized application along with our application, also attached.

Because we are proposing rezoning from an industrial use to residential and commercial uses, we felt it pertinent to make you aware of the due diligence and exploratory work our team has done to date to confirm the feasibility and safety of this type of adaptive reuse. Braun Intertec has been engaged as our experienced environmental and geotechnical engineering firm. To date, Braun has completed very detailed analysis of both environmental and structural soil conditions at the site. To summarize, we have developed detailed reports documenting existing conditions, and the remediation plans necessary to effectively repurpose the brewery complex into a safe atmosphere compliant with all MPCA residential

safety standards. Of course, our final plans will be subject to the City of Saint Paul and the Department of Safety and Inspections final permitting review.

Based on our calculations, the total amount of property to be rezoned is 6.29 acres. This includes the two HRA owned parcels at 680 and 694 Minnehaha (0.08 and 4.95 acres respectively). It also includes a portion of the St. John Lutheran Property at 771 Margaret (0.33 acres) and a portion of Ramsey County Rail Authority property (0.77 acres), and City of Saint Paul Real Estate property (.16 acres) totaling 6.29 acres. Based on the published fee structure for rezoning of up to one acre of land for $1,260.00 and $263 for each additional acre of land, I understand we are responsible for the fee of $2,838, which I have submitted previously by check.

Below are some additional details about the proposed development.

1. **East End:** The East End Building is a 7-story (5 levels of wood-frame construction over 2 levels of post-tensioned concrete) new construction project and that will contain apartments over structured parking. The **East End Apartments** are planned as a 110-unit multifamily, affordable housing development with a family-friendly unit mix and amenity package. Income and rent limits are planned to range from 30% to 60% of Area Median Income (AMI).

2. **West End:** This project includes the adaptive re-use of the HRA-owned vacant brewery complex which is actually only a portion of the original 20+ acre Hamm's Brewery district. The West End will include the following components:

    A. West End Artist Lofts: Approximately 86-units of 100% affordable apartments focused on affordable housing for artists and including artist-oriented amenities.

    B. Commercial Marketplace: The Marketplace is proposed to be an approximately 30,000 square foot multicultural commercial hub with room for 30-50 vendors of varying size and 1-3 anchors. It will be focused on the prosperity of local businesses by creating opportunities for entrepreneurs to maximize future gains to these small businesses as The Marketplace asset appreciates and debt is paid down. This would be made possible through a New Market Tax Credit loan pool. The Marketplace mix would be reflective of the eclectic and culturally diverse East Side community.

    C. Site Improvements: The West End of the site will include an ambitious improvement to the existing, dilapidated site. It is proposed to include a bike and pedestrian connection to the Bruce Vento Regional Trail and Swede Hollow Park located along the western edge of the site. This is a sorely needed connection and has been an area of focus in small area plans, comprehensive plans for Swede Hollow Park, and requested by the community during the developer's community engagement sessions. These site improvements will also include pedestrian (adult and kid-friendly) amenities, community gathering and event spaces.

As we work toward making this ambitious redevelopment proposal a reality, we are currently requesting a rezoning. Attached are rezoning applications for each parcel and further explanatory attachments. Based on consultation with city staff and to avoid any perception of spot zoning, we are supportive of

rezoning the additional contiguous property to replace all I2 zoning on or near the property to accurately reflect current land use.

Respectfully,

Stephanie Harr
Assistant Development Manager
JB Vang Partners
sharr@jbvang.com
651-357-6293

Attachments:

- List of Properties to be Rezoned on or adjacent to Hamm's Property
- Exhibit A – Aerial map
- Zoning Applications:
    - City of St. Paul HRA
    - Ramsey County Regional Rail Authority
    - Saint John Lutheran Church

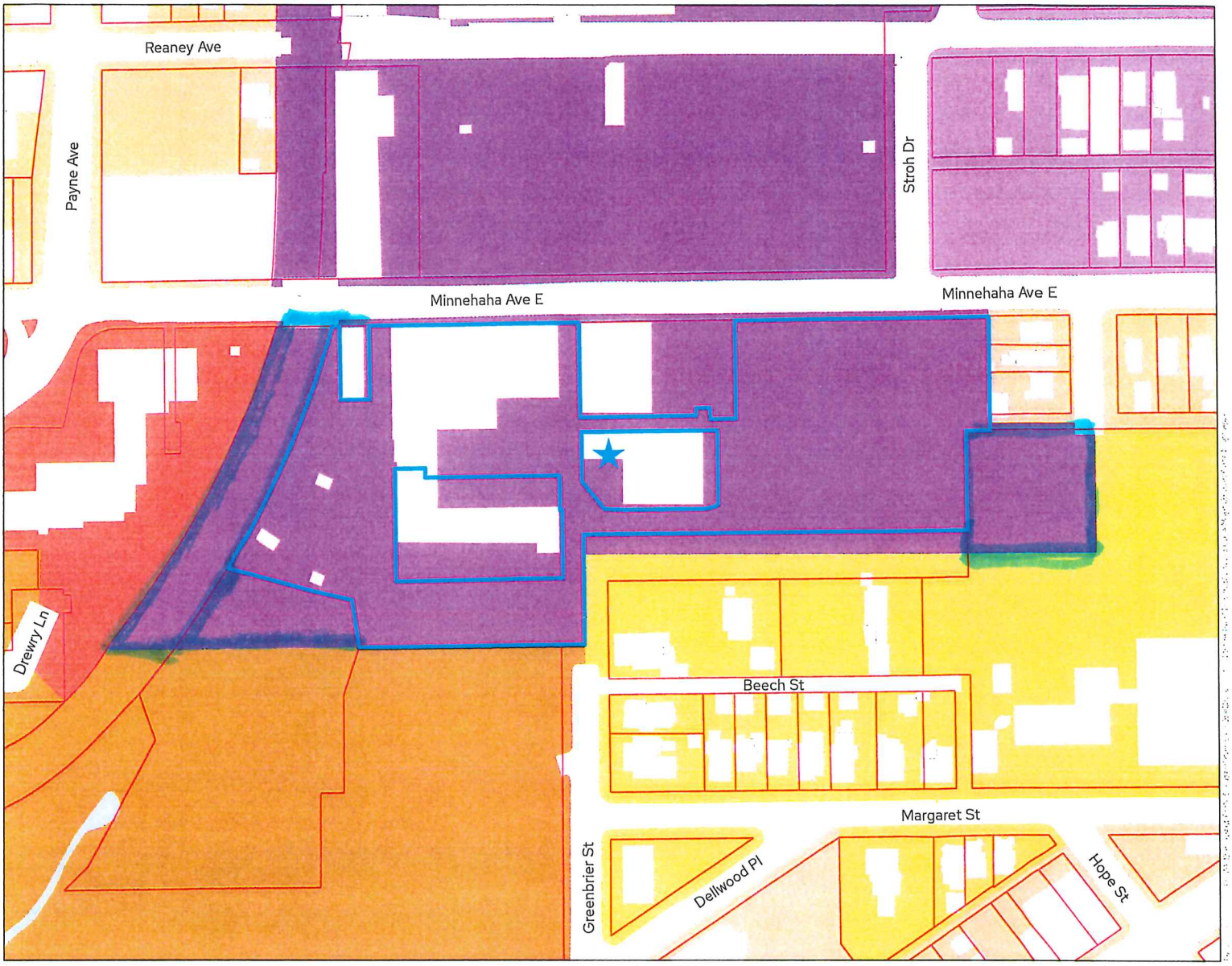
Rezone from I2 general industrial to H2 residential district, T4 traditional neighborhood, RM2 medium-density multiple-family district

Application of

HRA City of Saint Paul et al

Zoning map

application number: 25-015702 ▪ type: Rezone ▪ date: 03/07/2025 ▪ planning district: 4



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 40 80 160 240 320 Feet

N

SAINT PAUL
PLANNING & ECONOMIC DEVELOPMENT

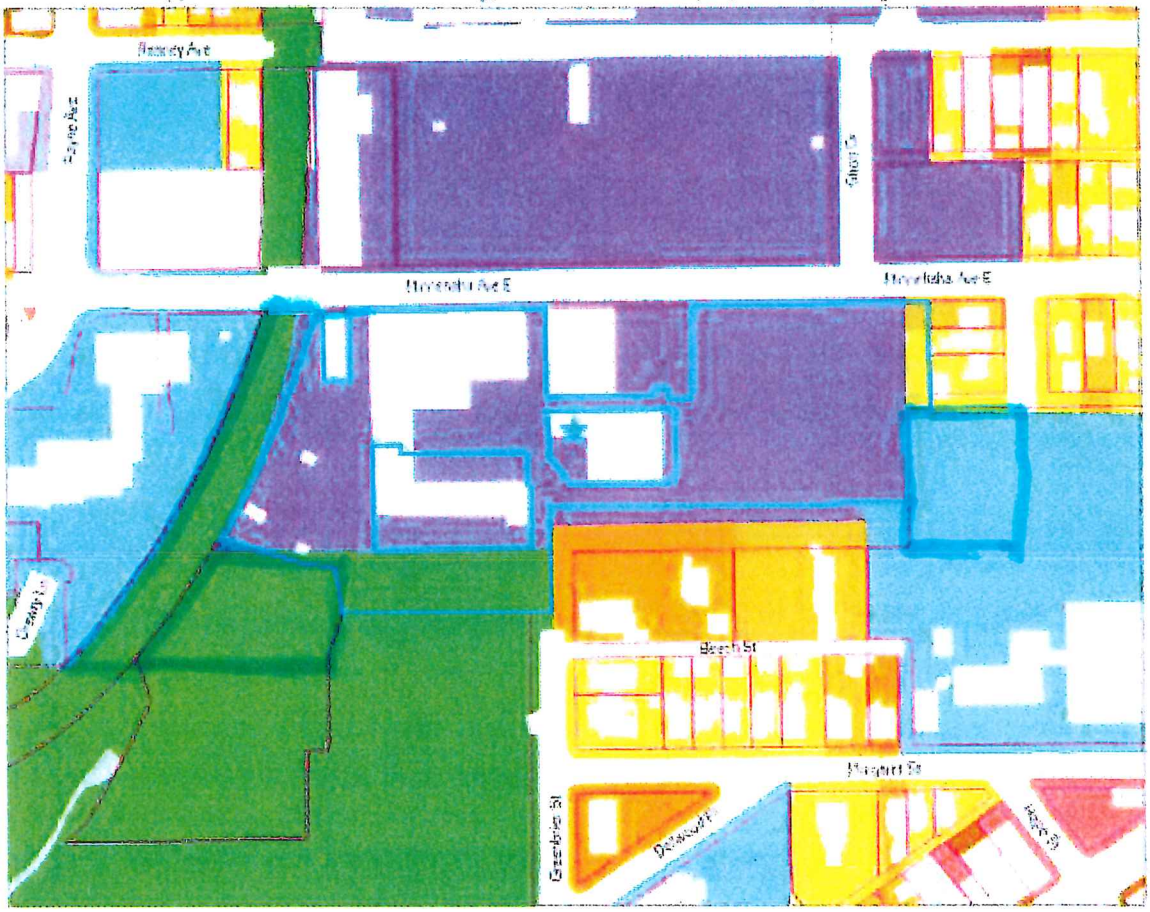
Rezone from I2 general industrial to H2 residential district, T4 traditional neighborhood, RM2 medium-density multiple-family district

Application of

HRA City of Saint Paul et al

Land use map

application number: 25-015702 • type: Rezone • date: 03/07/2025 • planning district: 4



Subject parcel(s) are outlined in blue | Other parcels are outlined in gray

Single Family Residential
- Farmstead
- Seasonal/Vacation
- Single Family Detached
- Manufactured Housing Park

Multifamily Residential
- Single Family Attached
- Multifamily

Commercial
- Office
- Retail and Other Commercial

Mixed Use
- Mixed Use Residential
- Mixed Use Industrial
- Mixed Use Commercial and Other

Other Uses
- Industrial and Utility
- Extractive
- Institutional
- Park, Recreational or Preserve
- Golf Course
- Major Highway
- Railway
- Airport
- Agricultural
- Undeveloped
- Water

0 40 80 160 240 320 Feet

SAINT PAUL

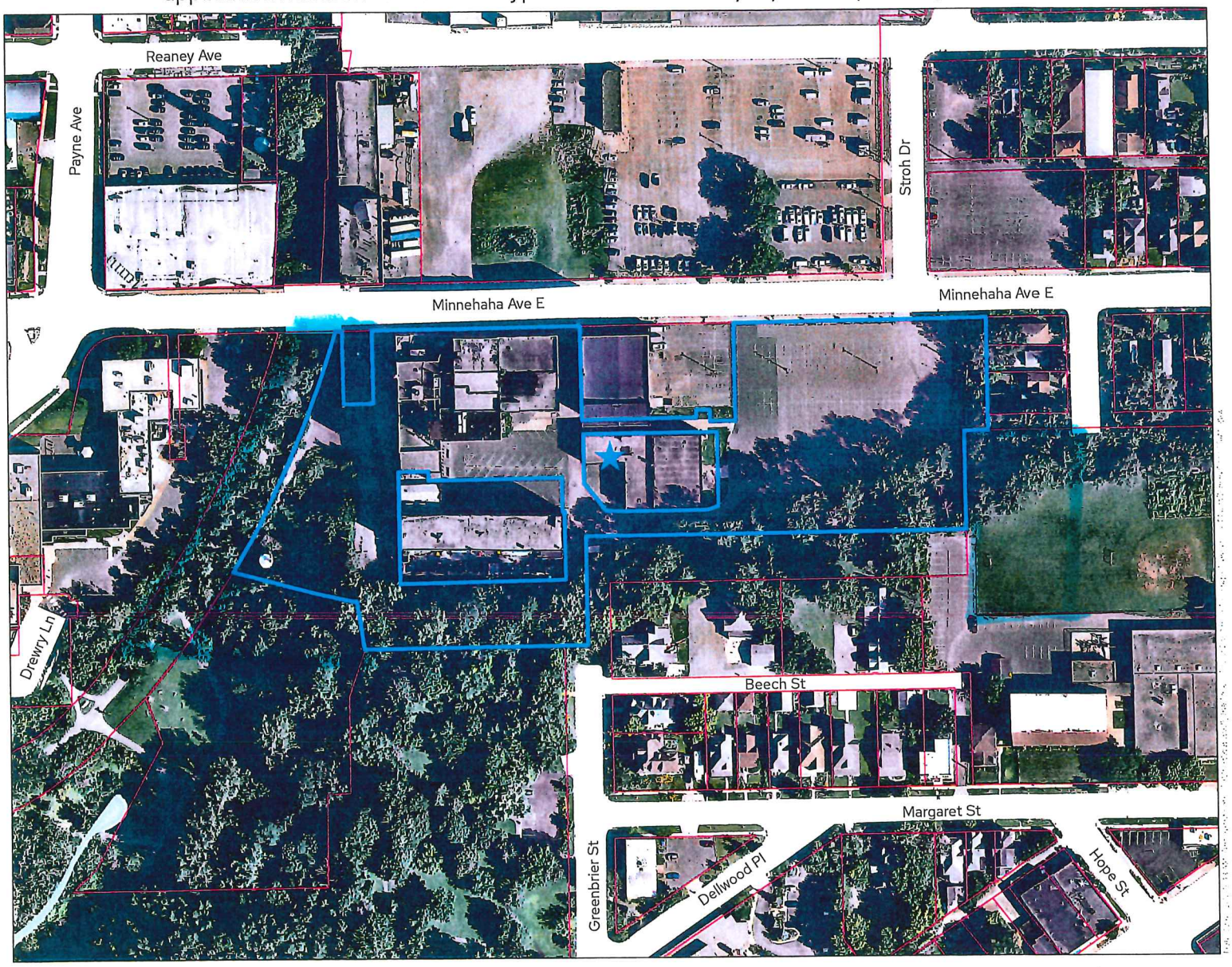
Rezone from I2 general industrial to H2 residential district, T4 traditional neighborhood, RM2 medium-density multiple-family district

Application of

HRA City of Saint Paul et al

Aerial map

application number: 25-015702 ▪ type: Rezone ▪ date: 03/07/2025 ▪ planning district: 4



Subject parcel(s) are outlined in blue

Other parcels are outlined in pink

0 40 80 160 240 320 Feet

SAINT PAUL
PLANNING & ECONOMIC DEVELOPMENT

dayton's bluff
COMMUNITY COUNCIL
MANY CULTURES. BUILDING THE FUTURE.

April 22, 2025

Zoning Committee, Saint Paul Planning Commission

City of Saint Paul
25 West 4th Street, 1400 City Hall Annex
Saint Paul, MN 55102

Re: Application to Rezone 680 and 694 Minnehaha Avenue from I2 to T3, #25-015-702

Dear Chair Taghioff and members,

On behalf of the Dayton's Bluff Community Council, please accept this letter of support for the rezoning under consideration for the Hamm's Brewery property owned by the HRA. During our regularly scheduled board meeting on April 21, 2025, the board voted unanimously in favor of supporting this rezoning.

Rezoning from an industrial use (I2) to a T3 mixed use for the property is a valuable step forward in the project. As a community council, we support an updated zoning classification to reflect the proposed uses for the site, and removing the industrial classification at this location.

The redevelopment plan put forth by the developer JB Vang will reactivate several of the long-vacant buildings on the property and help achieve several of the community's goals and priorities for this area. This plan has significant community support because of the future benefits it will bring to the neighborhood, including much needed affordable housing, commercial opportunities for small and emerging businesses, bike and pedestrian connections to parks and trail amenities, and both indoor and outdoor community gathering and event spaces. Overall, the rehabilitation of these historic buildings and construction of new housing is an investment that centers the needs and desires of the community and will serve it well into the future.

Thank you for considering our support.

Sincerely,

Eric Zidlicky
Board Chair, Dayton's' Bluff Community Council

Cc: HRA Chair Cheniqua Johnson and HRA Executive Director Nicolle Newton

Payne-Phalen COMMUNITY COUNCIL

567 Payne Avenue, St. Paul MN 55130 www.paynephalen.org 651-774-5234 district5@paynephalen.org

April 28, 2025

Zoning Committee, St. Paul Planning Commission VIA EMAIL
c/o Chris Hong, City of St. Paul Planning and Economic Development Department
25 West 4th Street, 1400 City Hall Annex
St. Paul, MN 55102

Re: Rezoning application for redevelopment at the Hamm's Brewery at 680 and 694 East Minnehaha St.

Dear Chris:

I am writing to you on behalf of the Board of Directors of the Payne-Phalen Community Council. The Board of Directors met in community at our regular monthly meeting last night - Tuesday, April 22, 2025, at the Arlington Hills Community Center. The Application to rezone the properties at the Hamm's Brewery complex (680 and 694 Minnehaha Street East) was on the agenda. Approximately thirty-five (30) people attended the meeting. Representatives of the Applicant, JB Vang, attended the meeting and made a short presentation to the Board and the community. The proposal for the project was verbally explained by the Applicant and drawings was shared with the community and Board. Representatives of JB Vang stood for questions.

Following the discussion, the Board of the Payne-Phalen Community Council voted in the affirmative to support the Traditional Neighborhood (T3) Zoning for these sites.

We look forward to continued progress with this important, catalytic project on St. Paul's East Side. We appreciate you including this letter in the packet of materials for the upcoming meetings and public hearing process. We thank you in advance for taking the position of the Payne-Phalen Community Council into full consideration as you make your decision. Please feel free to contact me if you have any questions or require further clarification.

Sincerely,

Jack Byers
Jack Byers
Executive Director

cc. Councilmember Cheniqua Johnson, Ward 7
Stephanie Harr, JBVang
Ashley Bitner, JBVang
Nicolle Newton, Executive Director, St. Paul Planning and Economic Development Dept.
Lauren Haynssen, St. Paul Planning and Economic Development Dept.
Marie Franchett, St. Paul Planning and Economic Development Dept.
Bill Dermody, Supervisor, St. Paul Planning and Economic Development Dept.
Eric Zidlicky, Dayton's Bluff District Council
Tim Marino, Dayton's Bluff District Council
Rebecca Nelson, PPCC Board Chair
PPCC Board of Directors

City of Saint Paul

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

Master

File Number: RES 25-1431

File ID:	RES 25-1431	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-6412	**In Control:**	City Council
Department:	Parks & Recreation	**Cost:**		**File Created:**	09/08/2025
File Name:	2025 2nd Half PLA Use / Non-Use			**Final Action:**	

Title: Approving the use or non-use of a Project Labor Agreement on Department of Parks and Recreation construction projects for the second half of 2025.

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	17
Sponsors:	Coleman	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Alice Messer	**Hearing Date:**	
Entered by:	kristi.wells@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Messer, Alice	Approve	9/10/2025
1	2	9/9/2025	Rodriguez, Andy	Approve	9/10/2025
1	3	9/9/2025	Ward 4 - FYI	Notified - FYI	
1	4	9/9/2025	Sullivan, Sarah	Approve	9/11/2025
1	5	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	6	9/11/2025	Molly Coleman	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES 25-1431

Approving the use or non-use of a Project Labor Agreement on Department of Parks and Recreation construction projects for the second half of 2025.

WHEREAS, the Saint Paul City Council adopted Council File #09-584 on the use of Project Labor Agreements ("PLA") for projects involving $250,000 or more of City money; and

WHEREAS, the Department of Parks and Recreation is undertaking the following projects with construction budget totals over $250,000:

Baker Park Site Improvements - Proposed work will focus on converting natural turf field to artificial turf, lighting enhancements, realigned pathway, restroom building.
Estimated Start Date Phase 1: September 2025 (3 months)
Estimated Start Date Phase 2: May 2026 (3-4 months)

Groveland Recreation Center Site Improvements - Proposed work will include replacement of the existing play equipment and surfacing, reconstruction of the basketball and tennis courts, restoration of the multipurpose natural turf fields, and site circulation. Work will include demolition, earthwork, stormwater infrastructure, play equipment installation, concrete paving, court paving, fencing, irrigation, baseball field amenities, and site restoration and landscaping.
Estimated Start Date: October 2025 (4-5 months)

Hidden Falls Picnic Shelter and Restroom Facility - Proposed work will focus on the replacement of the existing picnic shelter and restroom facility and other associated site work such as trails and parking lots, seating, and related site amenities.
Estimated Start Date: April 2026 (6-9 months)

Robert Piram Trailheads - Proposed work includes furnishing at trail nodes and hardscape.
Estimated Start Date: September 2025 (2 months)

South Saint Anthony Park Play Area and Court Improvements - Proposed work will focus on the replacement of the existing play equipment and surfacing, adjacent pavements, seating, related site amenities. It will also likely include the reconstruction of a combined basketball/futsal court.
Estimated Start Date: September 2025 (3-4 months); and

WHEREAS, the Department of Parks and Recreation sent a written "Notice and Request for Recommendation on the Use of a PLA" to interested parties on June 13, 2025, with one response received; and

WHEREAS, the Saint Paul Building and Construction Trades Council recommended a PLA for the Baker Park Site Improvements, Groveland Recreation Center Site Improvements, and Hidden Falls Picnic Shelter and Restroom Facility projects listing the size and duration of projects and multiple crafts involved as the reasons they recommend a PLA for these projects; and

WHEREAS, in considering all criteria for evaluating a PLA as outlined in CF #09-584, the use of a PLA will ensure a harmonious, continuous, and stable workforce for the Baker Park Site Improvements, Groveland Recreation Center Site Improvements, and Hidden Falls Picnic Shelter and Restroom Facility projects, which will in turn ensure timely completion of the projects without work stoppage or interruption; and

WHEREAS, staff supports a recommendation for a PLA on the Baker Park Site Improvements, Groveland Recreation Center Site Improvements, and Hidden Falls Picnic Shelter and Restroom Facility projects; and

WHEREAS, each project listed in this resolution is being bid lump sum and labor rates are established by prevailing wage labor rates which meet or exceed union rates; and

WHEREAS, in considering all criteria for evaluating a PLA as outlined in CF #09-584 and past practice on substantially similar projects, a PLA will not benefit the Robert Piram Trailheads and South Saint Anthony Park Play Area and Court Improvements projects; now, therefore, be it

RESOLVED, that the City Council hereby approves the use of a PLA on the construction portion of the Baker Park Site Improvements, Groveland Recreation Center Site Improvements, and Hidden Falls Picnic Shelter and Restroom Facility projects; and, be it

FURTHER RESOLVED, that the City Council finds that the Robert Piram Trailheads and South Saint Anthony Park Play Area and Court Improvements projects are not of a scope or nature that they will be negatively impacted if no PLA is required.

City of Saint Paul

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

Master

File Number: RES 25-1447

File ID:	RES 25-1447	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	651-266-8566	**In Control:**	City Council
Department:	Audit Committee	**Cost:**		**File Created:**	09/10/2025
File Name:	Audit Committee's recommendation (data practices process study)			**Final Action:**	

Title: Approving the City of Saint Paul Audit Committee's next study related to the data practices process and authorizing Wilder Research to conduct the study.

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	18
Sponsors:	Noecker, Coleman and Kim	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Nhia Vang	**Hearing Date:**	
Entered by:	nhia.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/10/2025	Ward 2 - FYI	Notified - FYI	
1	2	9/10/2025	Ward 3 - FYI	Notified - FYI	
1	3	9/10/2025	Ward 5 - FYI	Notified - FYI	
1	4	9/10/2025	Rebecca Noecker	Approve	9/11/2025

History of Legislative File

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

Text of Legislative File RES 25-1447

Approving the City of Saint Paul Audit Committee's next study related to the data practices process and authorizing Wilder Research to conduct the study.

WHEREAS, the City of Saint Paul is committed to transparency, accountability, and equitable

access to public information as required under the Minnesota Government Data Practices Act (MGDPA); and

WHEREAS, in response to growing public interest in government data access, privacy protections, and process efficiency, the city initiated a review of internal data practices processes in 2024; and

WHEREAS, pursuant to RES 25-781 and RES 25-780, the Human Resources Department conducted job audits for the classifications of Data Practices Supervisor and Data Practices Specialist to enhance coordination and support for the City's compliance with data practices requests; and

WHEREAS, at its meeting on June 25th, the City Council's Organizational Committee reviewed two study topics: Data Practices Process and Revisiting the Housing Development Process, which had been forwarded by the Audit Committee from its June 17th meeting, and voted to advance the Data Practices Process study for further evaluation, specifically to identify opportunities to improve the consistency, timeliness, and clarity of the City's response to data requests across all departments, excluding Fire, Police, and Emergency Management; and

WHEREAS, community stakeholders and staff have expressed support to examine and identify actionable policy, technology, and procedural changes to improve the City's data practices framework; and

WHEREAS, a study would include further analysis of:

Internal workflows and interdepartmental coordination;
Public-facing communication and response protocols;
Legal compliance with MGDPA and best practices from peer cities;
Resource needs and staff training; and
Opportunities to reduce response times and increase public trust; and

NOW, THEREFORE, BE IT RESOLVED, that the Saint Paul City Council hereby authorizes and directs the City Council City Clerk's Office, the City Attorney's Office, the Office of Technology and Communications, and other relevant departments to participate in and support the Audit Committee's next study of the Data Practices Process.

BE IT FURTHER RESOLVED, that the City Council requests a comprehensive report summarizing the study's findings and recommendations to be presented at the conclusion of the study period, including any proposed policy changes or budgetary actions necessary for implementation.

BE IT FINALLY RESOLVED, that the study shall include meaningful engagement with community stakeholders, subject matter experts, advocates, and City staff to ensure a transparent, inclusive, and equity-informed process.

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:**	Final Adoption
Version:	2	**Contact Number:**	651-266-8571	**In Control:**	City Council
Department:	City Council Ward 2	**Cost:**		**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 presented to City Council no later than the second Wednesday in December.

Notes:

Code Sections:

Indexes:

Sponsors: Noecker, Yang, Kim, Coleman and Johnson

Attachments: CPO Summary - Ord 25-50 - Legislative Agenda, Legislation Text with strikeouts and underlines- Ord 25-50, Bowie amendment, Noecker amendment, CPO Amendment Summary - Ord 25-50

Contact Name: Tim Greenfield

Entered by: megan.jekot@ci.stpaul.mn.us

Agenda Date: 09/17/2025

Agenda Number: 19

Enactment Date:

Financials Included?:

Hearing Date:

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/27/2025	Skarda, Therese	Approve	8/28/2025
1	2	8/28/2025	Rebecca Noecker	Approve	8/29/2025

History of Legislative File

Ver-sion:	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

2	City Council	09/10/2025	Amended and Laid Over for Final Adoption	City Council	09/17/2025	Pass

Action Text: Amended and laid over to September 17, 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 25-50

Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be presented to City Council no later than the second Wednesday in December.

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.~~
(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~~ Thursday in December and presented to the Council no later than the second Wednesday in December prior to the commencement of the regular State legislative session.

(b) ~~The~~ A submitted City of Saint Paul's Legislative Agenda must ~~contain the following~~ be organized with headings and align its legislative priorities ~~should be aligned~~ under the following ~~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 ~~will~~ 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 ~~review and adopt the City of Saint Paul's Legislative Agenda by resolution~~.

(d) An adopted City of Saint Paul's Legislative Agenda may be revised by resolution of the City Council no later than 30 days before the constitutional date of adjournment of the regular State legislative session.

~~(e) The City Council must receive a review of legislative outcomes from that year's adopted City of Saint Paul's Legislative Agenda no later than 30 days after the conclusion of the regular or special State legislative session, whichever is later.~~

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.

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~~.

Body
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.~~
(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 ~~will~~ 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 ~~review and adopt the City of Saint Paul's Legislative Agenda by resolution~~.

(d) An adopted City of Saint Paul's Legislative Agenda may be revised by resolution of the City Council no later than 30 days before the constitutional date of adjournment of the regular State legislative session.

(e) The City Council must receive a review of legislative outcomes from that year's adopted City of Saint Paul's Legislative Agenda no later than 30 days after the conclusion of the regular or special State legislative session, whichever is later.

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.

Title
Amending Chapter 45 of the Administrative Code to define reporting requirements and require that the City's Legislative Agenda be ~~submitted~~ presented to City Council no later than the ~~first~~ second Wednesday in December ~~prior to the commencement of the regular State legislative session~~.

Body
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.~~
(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 Thursday in December and presented to the Council no

later than the second Wednesday in December prior to the commencement of the regular State legislative session.

(b) A submitted City of Saint Paul's Legislative Agenda must be organized with headings and align its legislative priorities under the following topics:

(1) Revenue, Taxes, and Finance

(2) Capital Investment and Economic Development

(3) Transportation

(4) Education and Workforce

(5) Public Safety

(6) Housing Economic and Community Stability

(7) Other Organizations

(c) The City Council ~~will~~ 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 ~~review and adopt the City of Saint Paul's Legislative Agenda by resolution~~.

(d) An adopted City of Saint Paul Legislative Agenda may be revised 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.

Chief Policy Officer Ordinance Amendment Summary

Prepared by Tim Greenfield, Chief Policy Officer
Date: September 10, 2025
Sponsors: Noecker, Yang, Kim, Coleman, Johnson
Subject: **Ord. 25-50 Amendments**

The Bowie amendment to Ordinance 25-50 proposes a post-legislative session review of an adopted City of Saint Paul Legislative Agenda. The City Council must receive a summary of legislative outcomes no later than 30 days following the end of the regular season or special session, whichever is later. This ordinance takes effect 30 days following its passage, approval, and publication.

The Noecker amendment to Ordinance 25-50 clarifies the submission and presentation requirements for the City of Saint Paul Legislative Agenda. The amendment would require the submission of the Agenda the first week of December and the presentation of the Agenda the second week of December. Makes minor technical changes to section 45.02, paragraphs (b) and (d).

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.

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:**	Second Reading
Version:	1	**Contact Number:**	651-266-6476	**In Control:**	City Council
Department:	Human Resources	**Cost:**		**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:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	20
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:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/23/2025	Newborn, Toni	Escalated	8/22/2025
1	2	8/23/2025	Schmidt, Jason	Approve	8/27/2025
1	3	8/28/2025	Bredeson, Heather	Escalated	8/27/2025
1	4	9/2/2025	Skarda, Therese	Approve	9/1/2025
1	5	9/2/2025	Willms, Jay - FYI	Notified - FYI	
1	6	9/2/2025	Tincher, Jaime	Approve	9/4/2025
1	7	9/4/2025	Rebecca Noecker	Approve	9/4/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/10/2025	Laid Over to Second Reading	City Council	09/17/2025		

Action Text: Laid over to September 17, 2025 for Second Reading

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:**	Second Reading
Version:	1	**Contact Number:**	266-6246	**In Control:**	City Council
Department:	Public Works	**Cost:**		**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:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	21
Sponsors:	Jost	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:	Erin Kayser	**Hearing Date:**	
Entered by:	anne.weber@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/29/2025	Peterson, Nick	Approve	9/1/2025
1	2	8/29/2025	Kershaw, Sean	Approve	9/2/2025
1	3	8/29/2025	Citta, Kyle	Approve	9/2/2025
1	4	9/2/2025	Tincher, Jaime	Approve	9/2/2025
1	5	9/3/2025	Saura Jost	Approve	9/4/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/10/2025	Laid Over to Second Reading	City Council	09/17/2025		
	Action Text:	Laid over to September 17, 2025 for Second Reading					

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: RES PH 25-160

File ID:	RES PH 25-160	**Type:**	Resolution-Public Hearing	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	266-6245	**In Control:**	City Council
Department:	Public Works	**Cost:**		**File Created:**	07/18/2025
File Name:	Budget amendment for the Jackson Street Project			**Final Action:**	

Title: Amending the Department of Public Works Capital Improvement Budget to add Minnesota Pollution Control Agency Community Resilience grant funding to the Jackson Street Project.

Notes:

Code Sections:

Indexes:

Sponsors: Bowie

Attachments: RES PH 25-160 FA.xlsx

Contact Name: Anne Weber

Entered by: anne.weber@ci.stpaul.mn.us

Agenda Date:

Agenda Number: 22

Enactment Date:

Financials Included?:

Hearing Date:

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/22/2025	Peterson, Nick	Approve	8/25/2025
1	2	8/22/2025	Roberts, Melissa	Approve	8/26/2025
1	3	8/24/2025	Kershaw, Sean	Approve	8/26/2025
1	4	8/24/2025	ChartMaster, Infor - FYI	Notified - FYI	
1	5	8/25/2025	Citta, Kyle	Approve	8/27/2025
1	6	9/8/2025	Bottko Woods, Nichelle	Approve	8/27/2025
1	7	9/9/2025	Logsdon, Laura	Approve	9/10/2025
1	8	9/10/2025	Tincher, Jaime	Approve	9/11/2025
1	9	9/10/2025	Anika Bowie	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES PH 25-160

Amending the Department of Public Works Capital Improvement Budget to add Minnesota Pollution Control Agency Community Resilience grant funding to the Jackson Street Project.

WHEREAS, the Department of Public Works has a road reconstruction project on Jackson Street from University to Pennsylvania; and
WHEREAS, this project received a $500,000 grant from the Minnesota Pollution Control Agency's Community Resilience Grant Program; and
WHEREAS, the grant application was authorized by Council Resolution 25-1041; and
WHEREAS, the acceptance of the grant and approval of the grant agreement was authorized by Council Resolution 25-1184; and
WHEREAS, the Department of Public Works proposes to add this grant funding to the Jackson Street Project; and
WHEREAS, the Mayor, pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there is available for appropriation funds of $500,000; now, therefore be it
RESOLVED, by the Council of the City of Saint Paul, upon recommendation of the Mayor and advice of the Long-Range Capital Improvement Budget Committee, that $500,000 is available for appropriation of funds in the Capital Improvement Budget, as heretofore adopted and amended by this Council, be hereby further amended in the Capital Improvement Budget in the following particulars:

See Attachment.

..CIB Recommendation
The St. Paul Long-Range Capital Improvement Budget Committee reviewed this request on September 8, 2025 and recommended approval.

City of Saint Paul Financial Analysis Template Instructions

Purpose of the Fiscal Analysis Template:

- Provide summary information of the fiscal impact of financial resolutions that come before the Mayor and City Council
- Provide accurate accounting information (codes, and amounts) so that budget amendments can be reflected in the Infor system.
- Resolutions and administrative orders without this information will not be approved by OFS, and will be returned to the resolution drafter.

Financial Analysis Template

- Provide the requested information in the Financial Analysis Template (green tab) of this file. Pop-up windows will appear throughout the file to provide more details on what information is required.
- Complete the **top section** (line #s 1-27) of the Financial Analysis Template for any finance related resolutions, including:
  - Grants: applying for, accepting, and budgeting
  - Donations: soliciting, accepting, and budgeting
  - Budget amendments: both resolutions and administrative orders
  - All other resolutions with a financial impact
- Required fields are marked with red font or borders.
- **General Ledger (GL) - Annual Budget**
  - Complete the **General Ledger** section for all changes to the annual budget
  - Provide accurate **GL account codes**: Company, Accounting Unit (fund-department-cost center), Account
  - If you need help with GL codes, check the Chart of Accounts crosswalk on the intranet or contact Lori Lee x68822
  - This section is required for all changes to the budget via budget amendment or administrative order
- **Activity Ledger (AC) - Life to Date Activity Budget**
  - Complete the **Activity Ledger** section in addition to the GL section for changes to the following budgets:
    - Grants
    - Capital and Capital Bond Proceeds
    - STAR
    - TIF
    - HRA
  - Provide accurate **AC account codes**: Activity Group, Activity, Account Category
  - If you need help with AC codes, check the Chart of Accounts crosswalk on the intranet or contact Patty Germain x68807

Budget Reference Tabs

- The Operating Budget Reference and CIB Budget Reference pages (blue tabs) contain guidance on what kind of Mayoral and/or Council action is required for budget changes to the operating and capital budgets. Charter and administrative code citations for various financial resolutions are also provided.
- If you have questions about what is required to accomplish a particular financial action, please contact your budget analyst.

City of Saint Paul Financial Analysis

File ID Number: RES PH 25-160

Budget Affected: CIB Budget Public Works Capital

Total Amount of Transaction: 500,000

Funding Source: Grant

Appropriation already included in budget? No

Charter Citation: City Charter 10.07.1

Fiscal Analysis

Adding $500,000 of Minnesota Pollution Control Agency Community Resilience grant funding to the Jackson Street from University to Pennsylvania Project.

Detail Accounting Codes:

GENERAL LEDGER (GL) - ANNUAL BUDGET

Spending Changes

(Action Accomplished)

GL Annual Budget				CURRENT		AMENDED
Company	Fund-Dept-Cost Center	Account	Description	BUDGET	CHANGES	BUDGET
1	XXXXXXXX	XXXXX	(Item description)	-	-	-
1				-	-	-
			TOTAL:	-	-	-

Financing Changes

(Action Accomplished)

GL Annual Budget				CURRENT		AMENDED
Company	Fund-Dept-Cost Center	Account	Description	BUDGET	CHANGES	BUDGET
(Choose Company)	XXXXXXXX	XXXXX	(Item description)	-	-	-
				-	-	-
			TOTAL:	-	-	-

PROJECT LEDGER (AC) - LIFE TO DATE PROJECT BUDGET

Complete this section for Grants, Capital, Capital Bond Proceeds, STAR, TIF, and HRA amendments.

Spending Changes

(Action Accomplished)

Life to Date Project Budget					CURRENT		AMENDED
Project Group	Project	Account Category	Description		BUDGET	CHANGES	BUDGET
C-FMSCAP	C252T11100001	76105	Streets	Jackson St	7,900,000	500,000	8,400,000

Financing Changes

(Action Accomplished)

Life to Date Project Budget					CURRENT		AMENDED
Project Group	Project	Account Category	Description		BUDGET	CHANGES	BUDGET
C-FMSCAP	C252T11100001	43430	MN Pollution Control Agency	Jackson St	-	(500,000)	(500,000)
C-FMSCAP	C252T11100001	XXXXX	All Other Financing		(7,900,000)	-	(7,900,000)
					(7,900,000)	(500,000)	(8,400,000)

Operating Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution, A.O., or Other Documentation Required?	Resolution/AO Action	Charter/Code Citation
1.)	**Recognize additional/unanticipated revenues** (Ex. Outperforming revenues, outside donations, etc.)	Budget Amendment Resolution and Public Hearing	- Mayor certifies that there are available for appropriation total revenues in excess of those estimated in the budget - Amend spending and financing to recognize new revenue in the appropriate company and activity	C.C. 10.07.1
2.)	**Accept a Grant**			
	a.) If no budget has previously been established for the grant	Award Letter and/or Grant Agreement Budget Amendment Resolution and Public Hearing	- Mayor certifies that there are available for appropriation total revenues in excess of those estimated in the budget - Amend spending and financing to recognize the grant in the appropriate company and activity	C.C. 10.07.1 Admin 41.03
	b.) Previously established grant budget	Award Letter and/or Grant Agreement Resolution Accepting the Grant Funds (No public hearing needed)	- Accept the awarded grant funds - Include in the resolution that the grant funds were included in the current year's budget	
3.)	**Transfer Appropriations within Departments:**			
	a.) Within the same Fund/Company	Administrative Order (A.O.)	- Mayor may transfer any unencumbered appropriation balances within a department - Administrative order is prepared to execute the transfer	C.C. 10.07.4
	b.) Between Funds/Companies	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between companies - Amend spending and financing to recognize transfer	C.C. 10.07.4

Operating Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution, A.O., or Other Documentation Required?	Resolution/AO Action	Charter/Code Citation
4.)	**Transfer Appropriations between Departments**			
	a.) Within the same Fund/Company	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between departments - Amend spending and financing to recognize transfer	C.C. 10.07.4
	b.) Between Funds/Companies	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between departments - Amend spending and financing to recognize transfer	C.C. 10.07.4
5.)	**Allow appropriations to lapse (non-capital improvement dollars)** For Lapse of appropriations - Capital improvements see City Charter 10.09. For guidance on budget change procedures for accomplished or abandoned projects, see the CIB Project and Budget Changes Procedures Guide, numbers 1, 2, and 6.	None	- No action required. -All non-encumbered appropriations will fall to fund balance at the end of the fiscal year. - All encumbered appropriations will be re-appropriated in the following fiscal year's budget for the same purposes	C.C. 10.08
6.)	**Enact Emergency Appropriation**	Emergency is defined as "a sudden or unforeseen situation affecting life, health, property, or the public peace or welfare that requires immediate council action", C.C. 6.06 Emergency Ordinances Budget Amendment Resolution	- Resolution to appropriate emergency funds is adopted by unanimous affirmative vote by the council	C.C. 10.07.2 C.C. 6.06
7.)	**Reduction of Appropriations**	Report by the Mayor of the estimated amount of the deficit Recommendation by the Mayor to the City Council of steps to be taken	- Resolution or other actions deemed necessary by Council to prevent or minimize any deficit	C.C. 10.07.3

Capital Project and Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
1.)	Close a completed project with excess balances	Administrative Order (completed by OFS) Periodic review by the CIB Committee	- Amend project financing and spending - Transfer excess appropriation to contingency when applicable	Administrative Code 57.09 (2) City Charter 10.09 - Accomplished projects
2.)	Close a completed project with no excess balances, but excess spending authority	Administrative Order (completed by OFS) Periodic review by the CIB Committee	- Amend project financing and spending	City Charter 10.09 - Accomplished projects
3.)	Close a completed project with no excess balances and no excess spending authority	None	- Contact OFS with project budget codes to have the project inactivated in the finance system	N/A
4.)	Adding new spending authority to an existing project (without changing the scope of the project)			
	a.) Financing source is new money	CIB Committee review and recommendation Mayor recommends via resolution Compliance with City Comprehensive Plan Public hearing	- Amend project financing and spending to recognize new revenue	Administrative Code 57.09 (1) City Charter 10.07.1

Capital Project and Budget Changes Procedures Guide

2/14/2014

In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
b.) Financing source is contingency (less than $25,000)	All proposed uses of Contingency funds must first be reviewed by OFS Transfers within a department require an Administrative Order (completed by departments; verified and approved by OFS) A.O.s require periodic review by CIB Committee Transfers between departments require a resolution (completed by departments; verified and approved by OFS)	- Reduce amount in appropriate contingency fund - Amend project spending and financing to recognize use of contingency funding	Administrative Code 57.09 (3) a City Charter 10.07.4
c.) Financing source is contingency (more than $25,000)	All proposed uses of Contingency funds must first be reviewed by OFS CIB Committee review and recommendation Mayor recommends via resolution Public hearing	- Reduce amount in appropriate contingency fund ("*unallocated reserve account*") - Amend project spending and financing to recognize use of contingency funding	Administrative Code 57.09 (3) b City Charter 10.07.4

Capital Project and Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
	Add a new project			
5.)	OR			
	Expand the scope of an existing project			
	a.) Financing source is new money	CIB Committee review and recommendation Mayor recommends via resolution Compliance with City Comprehensive Plan Public hearing	- Amend project financing and spending to recognize new revenue	Administrative Code 57.09 (1) City Charter 10.07.1
	b.) Financing source is contingency	All proposed uses of Contingency funds must first be reviewed by OFS CIB Committee review and recommendation Mayor recommends via resolution Public hearing	- Transfer dollars from contingency to new project - Amend spending and financing to recognize transfer	Administrative Code 57.09 (1) City Charter 10.07.4
6.)	Declare a project abandoned	Council resolution	- Identify project as abandoned -Transfer appropriation for the abandoned project to a separate contingency fund ("*unallocated reserve account*") - Reappropriation of the funds needs CIB Committee review, Mayor recommendation, and Council approval (see either of the Add dollars to a project sections above)	Administrative Code 57.09 (4) City Charter 10.09
7.)	Replace an approved project with a new project	1) Declare an approved project abandoned or completed with excess balances (see process above) 2) Add new project after capital improvement budget is adopted (see process above)	- Can accomplish both steps in one resolution	

Departments	Affected Budgets	General vs. Special Fund	Funding Source	Already Appropriated?	Company
(Select Department)	(Choose CIB or Operating)	(Choose General, Special or Capital)	(Select Funding Source)	(Yes or No?)	(Choose Company)
Multiple Departments			Transfer of Appropriations	Yes	1
City Attorney's Office	Both Operating and CIB Budgets	General Fund	Grant	No	3
City Council	Operating Budget	Special Fund	Donation	Yes and No	5
Emergency Management	CIB Budget	Capital	Multiple	No and Yes	8
Financial Services		Multiple Funds	Other		9
Fire and Safety Services					
General Government Accounts					
HRA					
Human Resources					
HREEO					
Mayor's Office					
Parks and Recreation					
PED					
Police Department					
Public Health					
Public Library Agency					
Public Works					
RiverCentre					
Safety and Inspections					
Technology and Communications					
Water Department					

City of Saint Paul

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

Master

File Number: RES PH 25-201

File ID:	RES PH 25-201	**Type:**	Resolution-Public Hearing	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	(651) 266-9137	**In Control:**	City Council
Department:	Department of Safety & Inspections	**Cost:**		**File Created:**	08/28/2025
File Name:	SLV - Highland Park Harmonies - PH 9/17/2025			**Final Action:**	

Title: Approving the application of Laura K LeFebvre, Highland Park Harmonies event, for a sound level variance in order to present live amplified sound on Saturday, October 4, 2025 at Highland Park Picnic Shelter, 1227 Montreal Ave.

Notes:			
Code Sections:		**Agenda Date:**	09/10/2025
Indexes:	Ward - 3	**Agenda Number:**	23
Sponsors:	Jost	**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:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/2/2025	Hudak, Eric	Escalated	9/1/2025
1	2	9/5/2025	Niziolek, Dan	Approve	9/4/2025
Notes:	SM approving for DN				
1	3	9/8/2025	Shaffer, Monica	Approve	9/9/2025
Notes:	SM approving for MS				
1	4	9/10/2025	Tincher, Jaime	Approve	9/10/2025
1	5	9/10/2025	Saura Jost	Approve	9/12/2025
1	6	9/10/2025	McMonigal-St. Dennis, Barb - FYI	Notified - FYI	

History of Legislative File

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

Text of Legislative File RES PH 25-201

Approving the application of Laura K LeFebvre, Highland Park Harmonies event, for a sound level variance in order to present live amplified sound on Saturday, October 4, 2025 at Highland Park Picnic Shelter, 1227 Montreal Ave.

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, §293.10 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, Laura K. LeFebvre, Highland Park Harmonies event, represented by Laura K LeFebvre, Event Coordinator, 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 Highland Park Harmonies event on Saturday, October 4, 2025 from 12:00 p.m. until 6:00 p.m. with a pre-event sound check at 10:00 a.m.; and

WHEREAS, applicant has requested a variance for the hours of 12:00 p.m. until 6:00 p.m. with a pre-event sound check at 10:00 a.m. on Saturday, October 4, 2025 for a Laura LeFebvre, Highland Park Harmonies event; and

WHEREAS, if applicant is not granted a variance applicant will not be able to present amplified sound at the Highland Park Picnic Shelter, 1227 Montreal Ave; 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 Laura K. LeFebvre, Highland Park Harmonies event subject to the following conditions:

1) The Variance shall be for the requested variance hours of 12:00 p.m. until 6:00 p.m. with a pre-event sound check at 10:00 a.m. on Saturday, October 4, 2025 for a Laura LeFebvre, Highland Park Harmonies 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 October 4, 2025 event and shall not exceed 80 decibels at 50 feet for up to a specified hour during the pre-event sound check; 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 6:00 p.m. on October 4, 2025, the event date.

FURTHER RESOLVED, that any violations of the conditions set forth above on the October 4,

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.

Highland Park Harmonies event, represented by Laura K. LeFebvre, has requested an exemption from the sound limitations in Chapter 293.07 in order to present amplified sound, with limitations, from 12:00 p.m. until 6:00 p.m. with a pre-event sound check at 10:00 a.m. on Saturday, October 4, 2025. Chapter 293.10 provides for the granting of variances from the sound level limitations contained in Chapter 293.07.

Was proper notice given? YES - See Attachments

DEPARTMENT OF SAFETY AND INSPECTIONS
Ricardo X. Cervantes, Director

Received

CITY OF SAINT PAUL

MAY 05 2025

City of Saint Paul - DSI

Business Licensing
375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: *651-266-8989*
Facsimile: *651-266-9124*
Web: *www.stpaul.gov/dsi*

Sound Level Variance Application

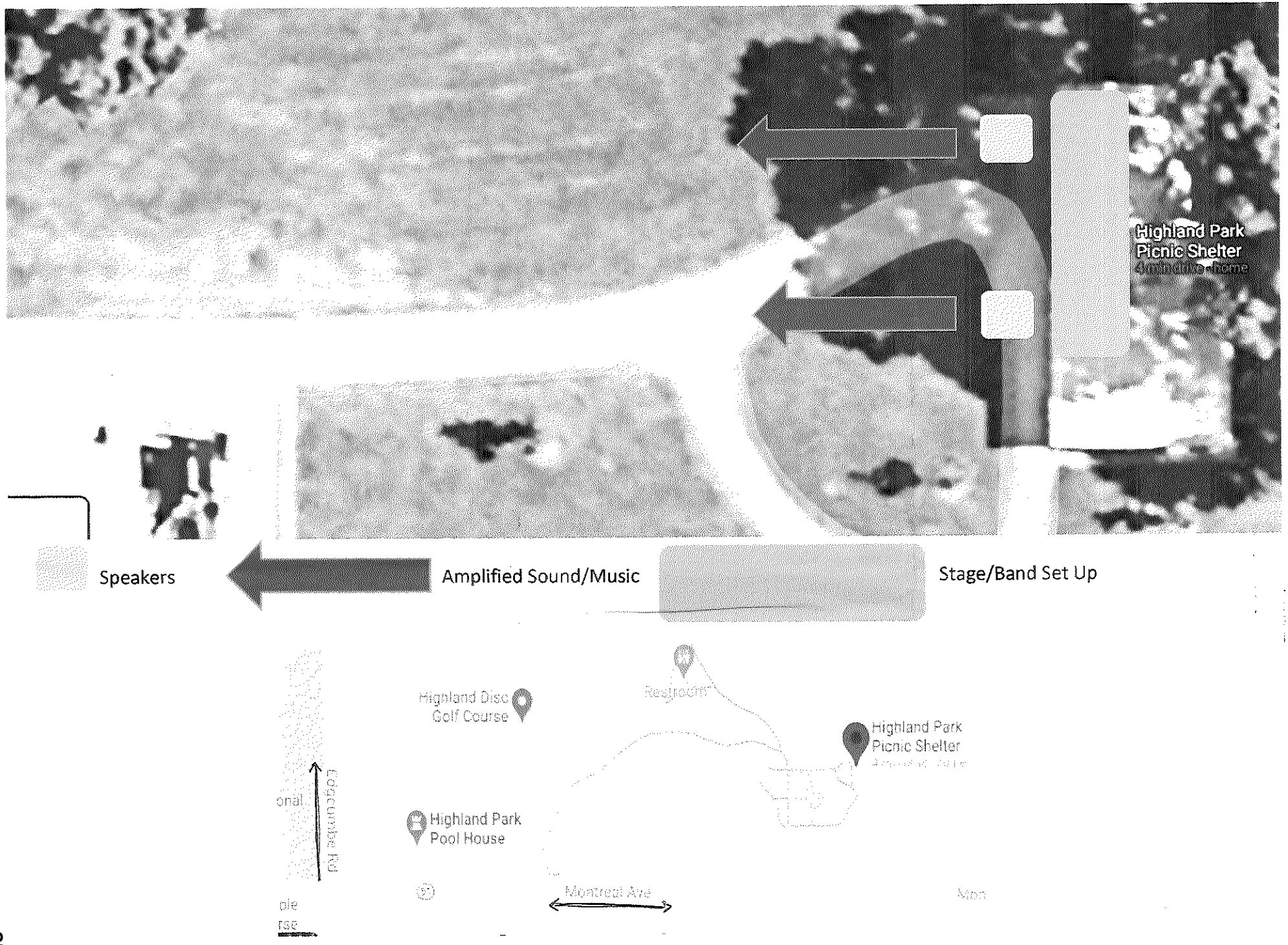
Legislative Code Chapter 293. - Noise Regulations

Application and $175 fee payment should be submitted a minimum of sixty (60) days prior to the scheduled event start date. A public notification period is required prior to scheduling the application's Public Hearing before the Saint Paul City Council. Applications received fewer than sixty (60) days prior to the event may not satisfy the ordinance's processing timelines for placement on the Council's agenda.

1. *Organization/person seeking variance:* Laura K. LeFebvre
2. *Event Name:* HIGHLAND PARK HARMONIES
3. *Address and physical description of noise source location (Event, Worksite):* Highland Park Picnic Shelter 1221 Montreal Ave. ST. PAUL 55116
4. *Responsible person:* Laura K. LeFebvre *Title:* Event Coordinator
5. *Telephone:* 419-309-2220 *E-Mail:* laurakwk@gmail.com
6. *Date(s) variance requested:* Saturday OCTOBER 4th 2025
7. *Noise source - Time(s) of operation:* 12:00 - 6:00pm
   - Time(s) of pre-event sound check: 10:00 AM
8. *Sound level requested (dBA/Decibels):* 90-100 decibels
9. *Mailing address w/zip code:* 1338 Bayard Ave. STE B ST PAUL, MN 55116
10. *Briefly describe the noise source and equipment involved:* band instruments, vocals, speakers, microphones, sound board (I PAD)
11. *Describe the steps that will be taken to minimize the noise levels:* hired a professional sound technician
12. *State reason for seeking variance (example - music, announcements, construction, etc.):* neighborhood musical event. 4 Bands
13. *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.
14. *Submit completed application, site diagram/map, and* ***$175.00*** *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: Laura K. LeFebvre **Date:** 4/30/25


Highland Park
Picnic Shelter
Speakers
Amplified Sound/Music
Stage/Band Set Up
Highland Disc
Golf Course
Restroom
Highland Park
Picnic Shelter
Highland Park
Pool House
Montreal Ave

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

Date: 05/13/2025

Received From: LAURA LEFEBVRE dba: CREATIVE CONNECTIONS
1338 BAYARD AVE STE B ST PAUL MN 55116

Description:

Invoice Details	Invoice Amount	Amount Paid
1178578		
Noise Variance	$178.00	$178.00

TOTAL AMOUNT PAID: **$178.00**

Paid By:

Payment Type	Check #	Received Date	Amount
Check	134	05/13/2025	$3.00
Check	132	05/13/2025	$175.00

Frances Birch

From: City of Saint Paul <cityofsaintpaul@public.govdelivery.com>
Sent: Friday, May 16, 2025 2:32 PM
To: Frances Birch
Subject: Courtesy Copy: Sound Level Variance Application Highland Park Harmonies

This is a courtesy copy of an email bulletin sent by Frances Birch.

This bulletin was sent to the following groups of people:

Subscribers of ENS - D15: Highland District Council (1612 recipients)

An application for a sound level variance has been received from Laura K. LeFebvre, for a Highland Park Harmonies event on Saturday October 4, 2025 from 12:00pm-6:00pm. The event will take place at 1227 Montreal Ave - Highland Park Picnic Shelter. Further details on this event will be forthcoming.

SAINT PAUL
MINNESOTA

Questions? Contact Us

STAY CONNECTED:

SUBSCRIBER SERVICES:
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Show search results for 1227 M...
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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

August 28, 2025

NOTICE OF PUBLIC HEARING
Sound Level Variance
Laura K. LeFebvre – Highland Park Harmonies

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: 1227 Montreal Ave – Highland Park Picnic Shelter

Noise Source: Laura LeFebvre, Event Coordinator, 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 Highland Park Harmonies event on October 4, 2025 at the Highland Park Picnic Shelter, 1227 Montreal Ave. The applicant has requested a variance for the hours of 12:00 p.m. until 6:00 p.m. on Saturday, October 4, 2025, with a pre-event sound check at 10:00 a.m. for the Highland Park Harmonies event. The Department of Safety and Inspections will be recommending the following conditions: 1) The Variance shall be for the requested variance hours of 12:00 p.m. until 6:00 p.m. on Saturday, October 4, 2025, with a pre-event sound check at 10:00 a.m. for a Laura K LeFebvre, Highland Park Harmonies 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 Highland Park Harmonies event and shall not exceed 80 decibels at 50 feet for up to a specified hour during the pre-event sound check. 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 6:00 p.m. on October 4, 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 16, 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 17, 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
VALERIE A MOONEY	1634 EDGCUMBE RD	SAINT PAUL MN 55116-2303
LISA L LYONS	1620 EDGCUMBE RD	SAINT PAUL MN 55116-2303
MICHAEL E SWENDSEN TRUST	1650 EDGCUMBE RD	SAINT PAUL MN 55116-2303
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 28, 2025

Laura K. Lefebvre
1338 Bayard Ave., Ste. B
Saint Paul, MN 55116

Dear Laura K. LeFebvre:

This is to confirm that our office has received your application for a variance from the city's noise ordinance for a Highland Park Harmonies 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 16, 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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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 25-203

File ID:	RES PH 25-203	**Type:**	Resolution-Public Hearing	**Status:**	Agenda Ready
Version:	1	**Contact Number:**		**In Control:**	City Council
Department:	Police	**Cost:**		**File Created:**	08/28/2025
File Name:	High Intensity Drug Trafficking Areas (HIDTA) grant			**Final Action:**	

Title: Authorizing the Police Department to accept the High Intensity Drug Trafficking Areas (HIDTA) Program grant from the Office of National Drug Control Policy, authorizing the execution of the grant agreement, and amending the 2025 grant fund budget and add activity budget.

Notes:			
Code Sections:		**Agenda Date:**	
Indexes:		**Agenda Number:**	24
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Financial Analysis, HIDTA 2025 Notice of Award 5.23.25	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	Renee.Manning@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/29/2025	Edwards, Anthony	Approve	9/1/2025
1	2	9/2/2025	Ford, Paul	Approve	9/2/2025
1	3	9/2/2025	ChartMaster, Infor - FYI	Notified - FYI	
1	4	9/3/2025	Guerra, Mary	Approve	9/4/2025
1	5	9/4/2025	Bacher, Lindsay	Approve	9/5/2025
1	6	9/4/2025	Logsdon, Laura	Approve	9/8/2025
1	7	9/4/2025	Tincher, Jaime	Approve	9/8/2025
1	8	9/10/2025	Rebecca Noecker	Approve	9/8/2025
1	9	9/10/2025	Hvizdos, Scott - FYI	Notified - FYI	

History of Legislative File

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

Text of Legislative File RES PH 25-203

Authorizing the Police Department to accept the High Intensity Drug Trafficking Areas (HIDTA) Program grant from the Office of National Drug Control Policy, authorizing the execution of the grant agreement, and amending the 2025 grant fund budget and add activity budget.

WHEREAS, the Saint Paul Police Department has been awarded $72,561 from the Office of National Drug Control Policy for the High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year 2025 grant award; and
WHEREAS, the grant term is from January 1, 2025 through December 31, 2026, and has no match requirement; and
WHEREAS, this grant provides funds for investigating and prevention of drug-related crime; and
WHEREAS, the contract language and federal grant requirements have been reviewed and approved by the City Attorney's Office and the Office of Financial Services; and
WHEREAS, the 2025 financing and spending plans need to be amended in the grant fund and activity budget added for the new grant award; 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 funds of $72,561 in excess of those estimated in the 2025 budget; and
THEREFORE BE IT RESOLVED, by the City Council of the City of Saint Paul, upon recommendation of the Mayor to accept the HIDTA grant from the Office of National Drug Control Policy and approves these changes to the 2025 budget as amended on the attached financial analysis.

See Attachment

City of Saint Paul Financial Analysis Template Instructions

Purpose of the Fiscal Analysis Template:

- Provide summary information of the fiscal impact of financial resolutions that come before the Mayor and City Council
- Provide accurate accounting information (codes, and amounts) so that budget amendments can be reflected in the Infor system.
- Resolutions and administrative orders without this information will not be approved by OFS, and will be returned to the resolution drafter.

Financial Analysis Template

- Provide the requested information in the Financial Analysis Template (green tab) of this file. Pop-up windows will appear throughout the file to provide more details on what information is required.
- Complete the **top section** (line #s 1-27) of the Financial Analysis Template for any finance related resolutions, including:
  - Grants: applying for, accepting, and budgeting
  - Donations: soliciting, accepting, and budgeting
  - Budget amendments: both resolutions and administrative orders
  - All other resolutions with a financial impact
- Required fields are marked with red font or borders.
- **General Ledger (GL) - Annual Budget**
  - Complete the **General Ledger** section for all changes to the annual budget
  - Provide accurate **GL account codes**: Company, Accounting Unit (fund-department-cost center), Account
  - If you need help with GL codes, check the Chart of Accounts crosswalk on the intranet or contact Lori Lee x68822
  - This section is required for all changes to the budget via budget amendment or administrative order
- **Activity Ledger (AC) - Life to Date Activity Budget**
  - Complete the **Activity Ledger** section in addition to the GL section for changes to the following budgets:
    - Grants
    - Capital and Capital Bond Proceeds
    - STAR
    - TIF
    - HRA
  - Provide accurate **AC account codes**: Activity Group, Activity, Account Category
  - If you need help with AC codes, check the Chart of Accounts crosswalk on the intranet or contact Patty Germain x68807

Budget Reference Tabs

- The Operating Budget Reference and CIB Budget Reference pages (blue tabs) contain guidance on what kind of Mayoral and/or Council action is required for budget changes to the operating and capital budgets. Charter and administrative code citations for various financial resolutions are also provided.
- If you have questions about what is required to accomplish a particular financial action, please contact your budget analyst.

City of Saint Paul Financial Analysis

File ID Number: RES PH 25-203

Budget Affected: Operating Budget Police Department Special Fund

Total Amount of Transaction: 72,561.00

Funding Source: Grant

Appropriation already included in budget? No

Charter Citation: City Charter 10.7.1

Fiscal Analysis

Resolution to accept the High Intensity Drug Trafficking Areas Program grant from the Office of National Drug Control Policy for the term of 1/1/2025-12/31/2026.

Detail Accounting Codes:

GENERAL LEDGER (GL) - ANNUAL BUDGET

Spending Changes

(Action Accomplished)

GL Annual Budget				CURRENT		AMENDED
Company	Fund-Dept-Cost Center	Account	Description	BUDGET	CHANGES	BUDGET
1	20023892	60180	Overtime Police Sworn		47,791	47,791
1	20023892	61030	Medicare Police		693	693
1	20023892	61130	Pera Police		7,766	7,766
1	20023892	63160	General Professional Services		8,788	8,788
1	20023892	67505	Out of Town Registration		3,800	3,800
1	20023892	72220	Law Enforcement Supplies		3,723	3,723
			TOTAL:	-	72,561	72,561

Financing Changes

(Action Accomplished)

GL Annual Budget				CURRENT		AMENDED
Company	Fund-Dept-Cost Center	Account	Description	BUDGET	CHANGES	BUDGET
1	20023892	43070	MN Department of Public Safety	-	(72,561)	(72,561)
			TOTAL:	-	(72,561)	(72,561)

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				CURRENT		AMENDED
Activity Group	Activity	Account Category	Description	BUDGET	CHANGES	BUDGET
GPOLICE	G2325613034252	60180	Overtime Police Sworn	0	47,791	47,791
GPOLICE	G2325613034252	61030	Medicare Police	0	693	693
GPOLICE	G2325613034252	61130	Pera Police	0	7,766	7,766
GPOLICE	G2325613034252	63160	General Professional Services	0	8,788	8,788
GPOLICE	G2325613034252	67505	Out of Town Registration	0	3,800	3,800
GPOLICE	G2325613034252	72220	Law Enforcement Supplies	0	3,723	3,723
						0
			TOTAL:	0	72,561	72,561

Financing Changes

(Action Accomplished)

Life to Date Activity Budget				CURRENT		AMENDED
Activity Group	Activity	Account Category	Description	BUDGET	CHANGES	BUDGET
						-
GPOLICE	G2325613034252	43070	Office National Drug Control	0	(72,561)	(72,561)
			TOTAL:	0	(72,561)	(72,561)

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Operating Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution, A.O., or Other Documentation Required?	Resolution/AO Action	Charter/Code Citation
1.)	**Recognize additional/unanticipated revenues** (Ex. Outperforming revenues, outside donations, etc.)	Budget Amendment Resolution and Public Hearing	- Mayor certifies that there are available for appropriation total revenues in excess of those estimated in the budget - Amend spending and financing to recognize new revenue in the appropriate company and activity	C.C. 10.07.1
2.)	**Accept a Grant**			
	a.) If no budget has previously been established for the grant	Award Letter and/or Grant Agreement Budget Amendment Resolution and Public Hearing	- Mayor certifies that there are available for appropriation total revenues in excess of those estimated in the budget - Amend spending and financing to recognize the grant in the appropriate company and activity	C.C. 10.07.1 Admin 41.03
	b.) Previously established grant budget	Award Letter and/or Grant Agreement Resolution Accepting the Grant Funds (No public hearing needed)	- Accept the awarded grant funds - Include in the resolution that the grant funds were included in the current year's budget	
3.)	**Transfer Appropriations within Departments:**			
	a.) Within the same Fund/Company	Administrative Order (A.O.)	- Mayor may transfer any unencumbered appropriation balances within a department - Administrative order is prepared to execute the transfer	C.C. 10.07.4
	b.) Between Funds/Companies	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between companies - Amend spending and financing to recognize transfer	C.C. 10.07.4

Operating Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution, A.O., or Other Documentation Required?	Resolution/AO Action	Charter/Code Citation
4.)	**Transfer Appropriations between Departments**			
	a.) Within the same Fund/Company	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between departments - Amend spending and financing to recognize transfer	C.C. 10.07.4
	b.) Between Funds/Companies	Budget Amendment Resolution	- Mayor recommends and council approves through resolution to transfer appropriations between departments - Amend spending and financing to recognize transfer	C.C. 10.07.4
5.)	**Allow appropriations to lapse (non-capital improvement dollars)** For Lapse of appropriations - Capital improvements see City Charter 10.09. For guidance on budget change procedures for accomplished or abandoned projects, see the CIB Project and Budget Changes Procedures Guide, numbers 1, 2, and 6.	None	- No action required. -All non-encumbered appropriations will fall to fund balance at the end of the fiscal year. - All encumbered appropriations will be re-appropriated in the following fiscal year's budget for the same purposes	C.C. 10.08
6.)	**Enact Emergency Appropriation**	Emergency is defined as "a sudden or unforeseen situation affecting life, health, property, or the public peace or welfare that requires immediate council action", C.C. 6.06 Emergency Ordinances Budget Amendment Resolution	- Resolution to appropriate emergency funds is adopted by unanimous affirmative vote by the council	C.C. 10.07.2 C.C. 6.06
7.)	**Reduction of Appropriations**	Report by the Mayor of the estimated amount of the deficit Recommendation by the Mayor to the City Council of steps to be taken	- Resolution or other actions deemed necessary by Council to prevent or minimize any deficit	C.C. 10.07.3

Capital Project and Budget Changes Procedures Guide

2/14/2014

	In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
1.)	Close a completed project with excess balances	Administrative Order (completed by OFS) Periodic review by the CIB Committee	- Amend project financing and spending - Transfer excess appropriation to contingency when applicable	Administrative Code 57.09 (2) City Charter 10.09 - Accomplished projects
2.)	Close a completed project with no excess balances, but excess spending authority	Administrative Order (completed by OFS) Periodic review by the CIB Committee	- Amend project financing and spending	City Charter 10.09 - Accomplished projects
3.)	Close a completed project with no excess balances and no excess spending authority	None	- Contact OFS with project budget codes to have the project inactivated in the finance system	N/A
4.)	Adding new spending authority to an existing project (without changing the scope of the project)			
	a.) Financing source is new money	CIB Committee review and recommendation Mayor recommends via resolution Compliance with City Comprehensive Plan Public hearing	- Amend project financing and spending to recognize new revenue	Administrative Code 57.09 (1) City Charter 10.07.1

Capital Project and Budget Changes Procedures Guide

2/14/2014

In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
b.) Financing source is contingency (less than $25,000)	All proposed uses of Contingency funds must first be reviewed by OFS Transfers within a department require an Administrative Order (completed by departments; verified and approved by OFS) A.O.s require periodic review by CIB Committee Transfers between departments require a resolution (completed by departments; verified and approved by OFS)	- Reduce amount in appropriate contingency fund - Amend project spending and financing to recognize use of contingency funding	Administrative Code 57.09 (3) a City Charter 10.07.4
c.) Financing source is contingency (more than $25,000)	All proposed uses of Contingency funds must first be reviewed by OFS CIB Committee review and recommendation Mayor recommends via resolution Public hearing	- Reduce amount in appropriate contingency fund ("*unallocated reserve account*") - Amend project spending and financing to recognize use of contingency funding	Administrative Code 57.09 (3) b City Charter 10.07.4

Capital Project and Budget Changes Procedures Guide

2/14/2014

In order to:	Resolution and/or A.O. Required? CIB	Resolution/AO Action	Charter/Code Citation
Add a new project 5.) OR Expand the scope of an existing project			
a.) Financing source is new money	CIB Committee review and recommendation Mayor recommends via resolution Compliance with City Comprehensive Plan Public hearing	- Amend project financing and spending to recognize new revenue	Administrative Code 57.09 (1) City Charter 10.07.1
b.) Financing source is contingency	All proposed uses of Contingency funds must first be reviewed by OFS CIB Committee review and recommendation Mayor recommends via resolution Public hearing	- Transfer dollars from contingency to new project - Amend spending and financing to recognize transfer	Administrative Code 57.09 (1) City Charter 10.07.4
6.) Declare a project abandoned	Council resolution	- Identify project as abandoned -Transfer appropriation for the abandoned project to a separate contingency fund ("*unallocated reserve account*") - Reappropriation of the funds needs CIB Committee review, Mayor recommendation, and Council approval (see either of the Add dollars to a project sections above)	Administrative Code 57.09 (4) City Charter 10.09
7.) Replace an approved project with a new project	1) Declare an approved project abandoned or completed with excess balances (see process above) 2) Add new project after capital improvement budget is adopted (see process above)	- Can accomplish both steps in one resolution	

Departments	Affected Budgets	General vs. Special Fund	Funding Source	Already Appropriated?	Company
(Select Department)	(Choose CIB or Operating)	(Choose General, Special or Capital)	(Select Funding Source)	(Yes or No?)	(Choose Company)
Multiple Departments			Transfer of Appropriations	Yes	1
City Attorney's Office	Both Operating and CIB Budgets	General Fund	Grant	No	3
City Council	Operating Budget	Special Fund	Donation		5
Emergency Management	CIB Budget	Capital	Multiple		8
Financial Services		Multiple Funds	Other		9
Fire and Safety Services					
General Government Accounts					
HRA					
Human Resources					
HREEO					
Mayor's Office					
Parks and Recreation					
PED					
Police Department					
Public Health					
Public Library Agency					
Public Works					
RiverCentre					
Safety and Inspections					
Technology and Communications					
Water Department					

Office of National Drug Control Policy

Notice of Award

Award# HID1325G0633-00
FAIN# HID1325G0633
Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name
CITY OF SAINT PAUL
367 GROVE ST
SAINT PAUL, MN 55101-2416

2. Congressional District of Recipient
04

3. Payment System Identifier (ID)
41-6005521

4. Employer Identification Number (EIN)
416005521

5. Data Universal Numbering System (DUNS)
848898433

6. Recipient's Unique Entity Identifier (UEI)
Q91BDNBC1VT7

7. Project Director or Principal Investigator
Scott Hvizdos
grants Spcialist
sppd-grants@ci.stpaul.mn.us
651-266-5414

8. Authorized Official
Paul Ford
Assistant Chief of Police
paul.ford@ci.stpaul.mn.us
651-266-5533

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID1325G0633-00

12. Unique Federal Award Identification Number (FAIN)
HID1325G0633

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	$72,561.00
	20a. Direct Cost Amount	$72,561.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$72,561.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$72,561.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

Office of National Drug Control Policy

Notice of Award

Award# HID1325G0633-00
FAIN# HID1325G0633
Federal Award Date: 05/23/2025

Recipient Information

Recipient Name
CITY OF SAINT PAUL
367 GROVE ST
SAINT PAUL, MN 55101-2416

Congressional District of Recipient
04

Payment Account Number and Type
41-6005521

Employer Identification Number (EIN) Data
416005521

Universal Numbering System (DUNS)
848898433

Recipient's Unique Entity Identifier (UEI)
Q91BDNBC1VT7

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$72,561.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$72,561.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$72,561.00
m. Federal Share	$72,561.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1325G0633	HID	410001	95.001	$72,561.00	011202520261070000

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – "New Restrictions on Lobbying"
- 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.

(13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

- the percentage of the total costs of the program or project which will be financed with federal money;
- the dollar amount of federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and

performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
- An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
- Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:

(a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).

(2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to $500 per year for administrative purposes.

Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2025

HID24000107

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
North Central	CITY OF SAINT PAUL	St. Paul PD VCI	$72,561.00	Investigation
	Agency Total: CITY OF SAINT PAUL		**$72,561.00**	

Budget Detail

2025 - North Central

Initiative - St. Paul PD VCI — Investigation

Award Recipient - CITY OF SAINT PAUL (HID24000107)

Resource Recipient - CITY OF SAINT PAUL

Awarded Budget (as approved by ONDCP)		*$72,561.00*
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	5	$56,250.00
Total Overtime		**$56,250.00**
Travel	**Quantity**	**Amount**
Investigative/Operational	5	$3,800.00
Total Travel		**$3,800.00**
Services	**Quantity**	**Amount**
Investigative services		$8,788.00
Total Services		**$8,788.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$2,723.00
Total Supplies		**$2,723.00**
Other	**Quantity**	**Amount**
PE/PI/PS	1	$1,000.00
Total Other		**$1,000.00**
Total Budget		**$72,561.00**

City of Saint Paul

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

Master

File Number: RES PH 25-205

File ID:	RES PH 25-205	**Type:**	Resolution-Public Hearing	**Status:**	Agenda Ready
Version:	1	**Contact Number:**	6512668878	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	08/29/2025
File Name:	Amending the City's Operating Budget to reflect the final sale details resulting from the issuance of the Sewer Revenue Bonds, Series 2025C.			**Final Action:**	

Title: Amending the City's Operating Budget to reflect the final sale details resulting from the issuance of the Sewer Revenue Bonds, Series 2025C.

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Bond Sale	**Agenda Number:**	25
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	RES PH 25-205 Financial Analysis Sewer Final	**Financials Included?:**	
Contact Name:	Neal Younghans	**Hearing Date:**	
Entered by:	neal.younghans@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/4/2025	Brown, Sarah	Approve	9/8/2025
1	2	9/5/2025	Forney, Shannon	Approve	9/8/2025
1	3	9/5/2025	Roberts, Melissa	Approve	9/9/2025
1	4	9/7/2025	Kershaw, Sean	Approve	9/9/2025
1	5	9/8/2025	Logsdon, Laura	Approve	9/10/2025
1	6	9/10/2025	Tincher, Jaime	Approve	9/10/2025
1	7	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

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

Text of Legislative File RES PH 25-205

Amending the City's Operating Budget to reflect the final sale details resulting from the

issuance of the Sewer Revenue Bonds, Series 2025C.

WHEREAS, on January 15, 2025, the City Council adopted RES 25-28 preliminarily approving the 2025 Bond Sale, and on July 23, 2025, adopted RES 25-1145 awarding the sale of the bonds which closed on August 27, 2025; and

WHEREAS, the spending and financing budgets need to be adjusted in the City's sewer fund to reflect the final results of the sale; and

WHEREAS, the Mayor, pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, certifies that there are unencumbered funds of $11,082,663.00 in the City's operating budget that may be appropriated; NOW

THEREFORE, BE IT RESOLVED, by the Council of the City of Saint Paul, upon recommendation of the Mayor that $11,082,663.00 is available for appropriation in the City Operating Budget, that said budget, as heretofore adopted by Council, is hereby further amended by the particulars as specified in the attached financial analysis.

See Attachment

City of Saint Paul Financial Analysis

File ID Number: RES PH 25-505

Budget Affected: Operating Budget Public Works — Special Fund

Total Amount of Transaction: 11,082,663.00

Funding Source: Transfer of Appropriations

Appropriation already included in budget? NO

Charter Citation: City Charter 10.07.1

Fiscal Analysis

Accounting units for the 2025 Sewer Revenue Bonds were not available when the 2025 budget was adopted. Therefore, the 2025 Sewer Adopted Budget needs to be reallocated so the financing and spending of the 2025 bonds can be recorded.

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	640959100	78920	General Cost of Issuance Service	120,000	(120,000)	-
1	640652025C	78901	Cost of Issuance	-	750	750
1	640652025C	78905	Cost of Issuance Rating	-	25,460	25,460
1	640652025C	78910	Cost of Issuance Fin Advisor	-	50,000	50,000
1	640652025C	78925	Underwriter Discount	-	107,274	107,274
1	640652025C	78960	Bond Council Fee Debt Issuance	-	28,250	28,250
1	640652025C	78980	City Structuring Fee	-	16,313	16,313
1	640652025C	78980	CAO Structuring Fee	-	2,500	2,500
1	640652025C	78920	Cost of Issuance - Investor Relations Fee	-	5,088	5,088
1	640652025C	79110	Intra Fund Out Bond Draw	-	10,845,000	10,845,000
1	640652025C	79110	Intra Fund Out Bond Draw	-	2,029	2,029
1	64031950	76101	Infrastructure	11,551,000	(10,962,664)	588,336
			TOTAL:	11,671,000	-	11,671,000

Financing Changes

(Action Accomplished)

GL Annual Budget						
Company	Fund-Dept-Cost Center	Account	Description	CURRENT BUDGET	CHANGES	AMENDED BUDGET
1	64031700	57130	Revenue Bond Issued	(15,000,000)	11,082,663	(3,917,337)
1	640652025C	57130	Revenue Bond Issued	-	(10,500,000)	(10,500,000)
1	640652025C	57225	Premium Reveue Bond Issued	-	(582,663)	(582,663)
			TOTAL:	(15,000,000)	-	(15,000,000)

PROJECT 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 Project Budget						
Project Group	Project	Account Category	Description	CURRENT BUDGET	CHANGES	AMENDED BUDGET
B-Sewer	652025C	78901	Debt Issuance Cost	-	235,634	235,634
B-Sewer	652025C	79110	Intra Fund Out Bond Draw	-	10,847,029	10,847,029
			TOTAL:	-	11,082,663	11,082,663

Financing Changes

(Action Accomplished)

Life to Date Project Budget				CURRENT		AMENDED
Project Group	Project	Account Category	Description	BUDGET	CHANGES	BUDGET
B-Sewer	652025C	57130	Revenue Bond Issued	-	(10,500,000)	(10,500,000)
B-Sewer	652025C	57225	Premium Revenue Bond Issued	-	(582,663)	(582,663)
			TOTAL:	-	(11,082,663)	(11,082,663)

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:**	For Discussion
Version:	7	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 26

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

Financials Included?:

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, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
7	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
7	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
7	3	9/3/2025	Anika Bowie	Approve	9/3/2025

History of Legislative File

Version:	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

7	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
APRIL 28, 2025

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**
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

State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ 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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 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: _____ Court File Number: _____ 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

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

ATTORNEY FOR DEFENDANT/RESPONDENT

_____
Name

_____
Postal Address

_____ | _____ | _____
City | State | Zip Code

_____
Telephone Number

_____
Email Address

_____
Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

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State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ 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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Name

Postal Address

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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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Certificate of Representation and Parties

(Minn. Gen R. Prac 104(a))

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State of Minnesota **District Court**

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and

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(Attach additional sheets for additional attorneys/parties)

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State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ 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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PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

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Name

Postal Address

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Email Address

(Attach additional sheets for additional attorneys/parties)

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State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ Case Type: _____

Appeal of tenants to a rent stabilziation determination at 934, 938, 942 Ashland Ave

_____
Plaintiff / Petitioner (first, middle, last)

and

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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

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
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Poradek: 0290488; Hanson: 0402944; Curran: 0506150
Minnesota Attorney License Number

ATTORNEY FOR DEFENDANT/RESPONDENT

_____
Name

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Postal Address

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City | State | Zip Code

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Telephone Number

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Email Address

_____
Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

City State Zip Code

Telephone Number

Email Address

DEFENDANT/RESPONDENT, Self-represented

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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

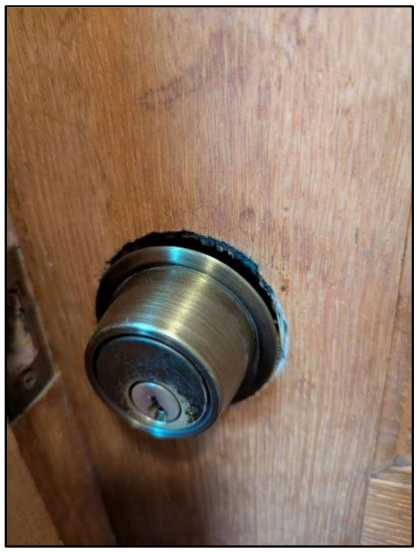
Samuel Perkins & Chloe Cable

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).

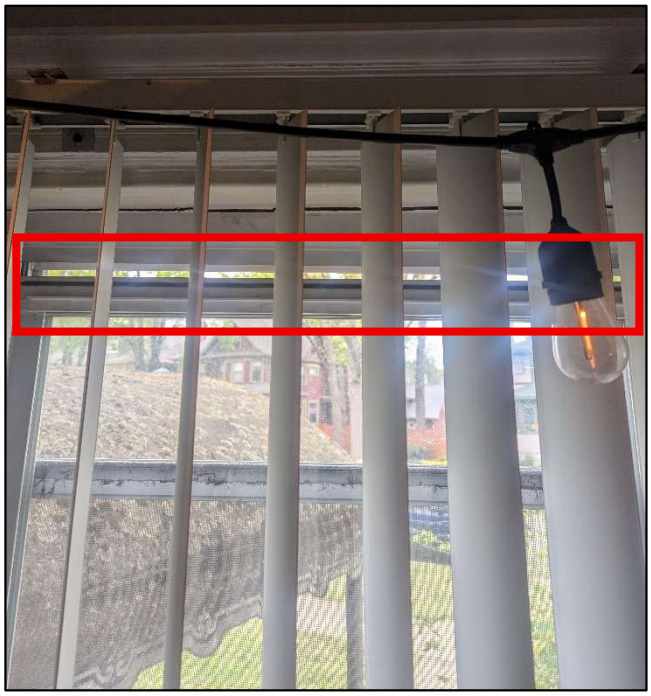


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

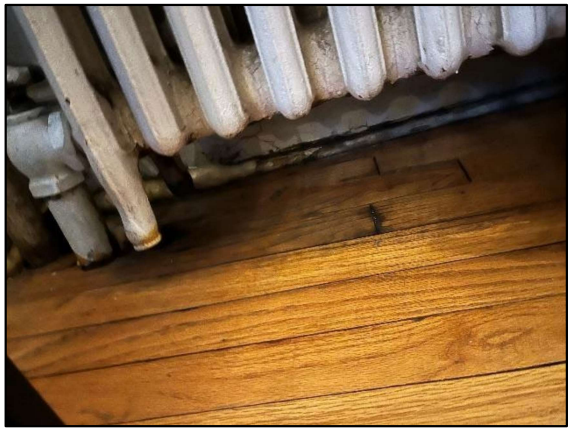
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

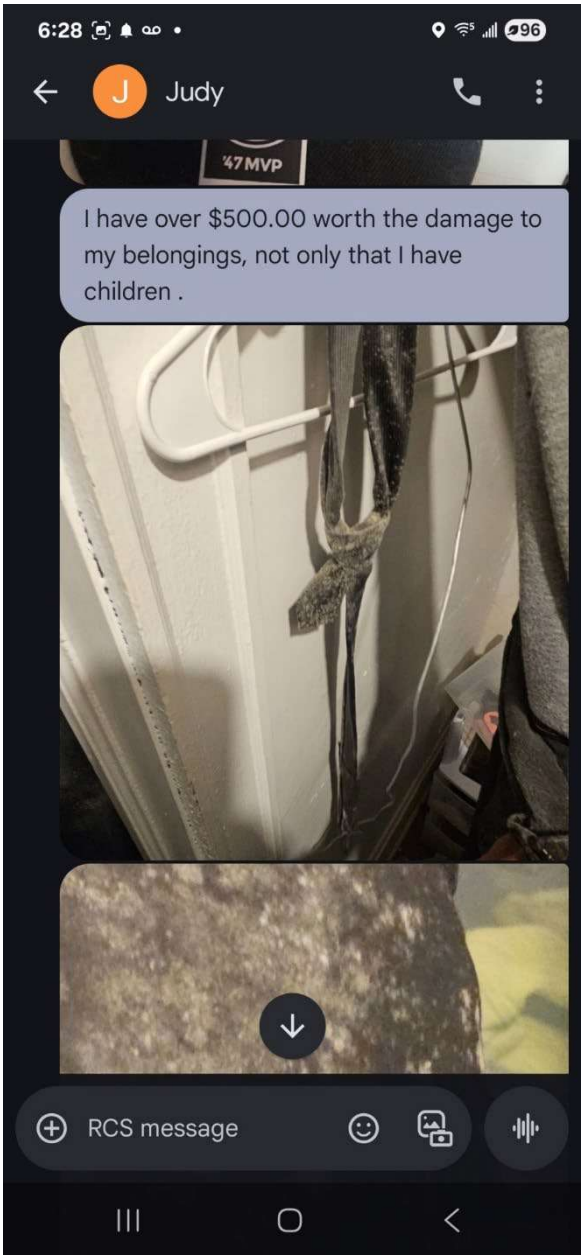


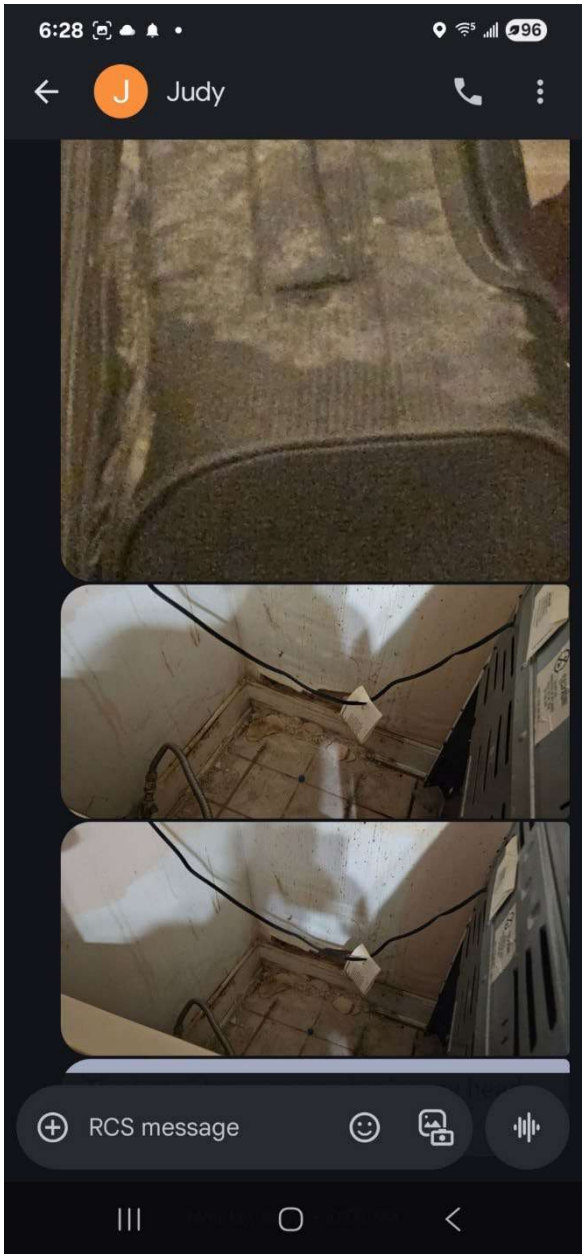
d



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.

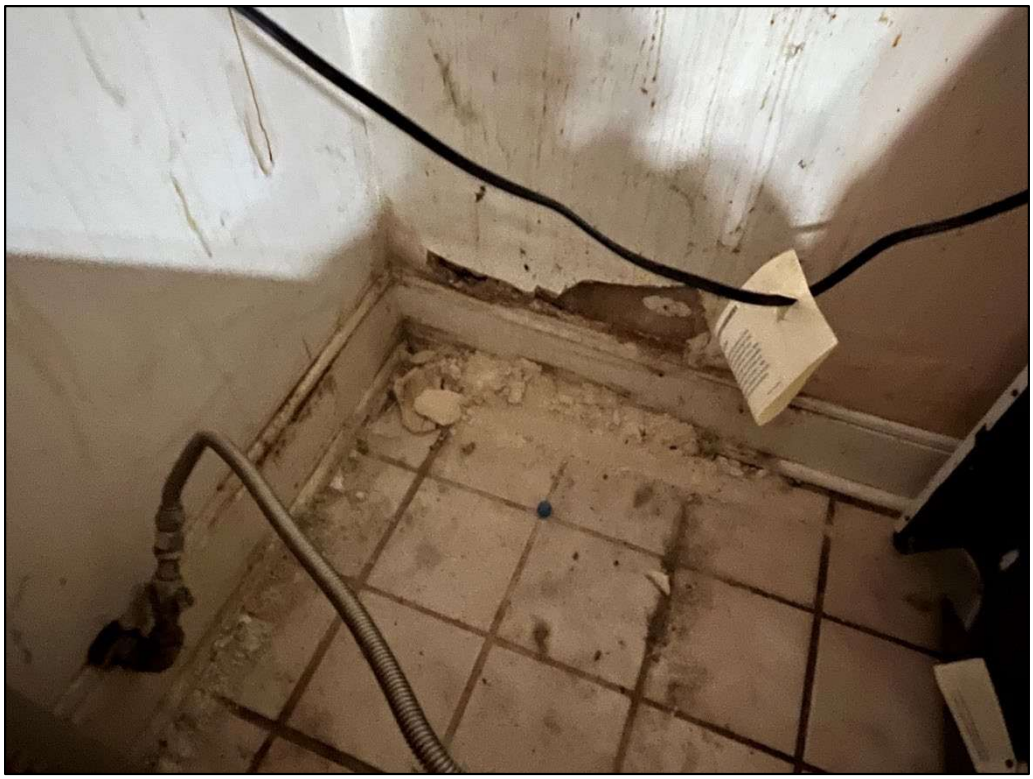

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











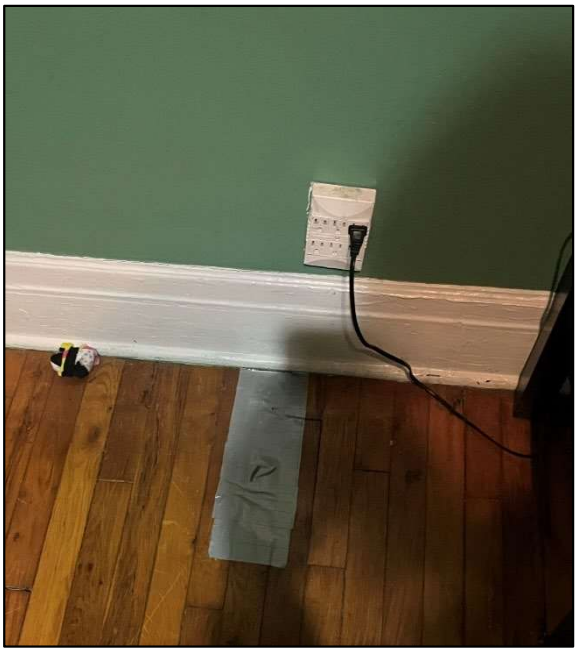


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







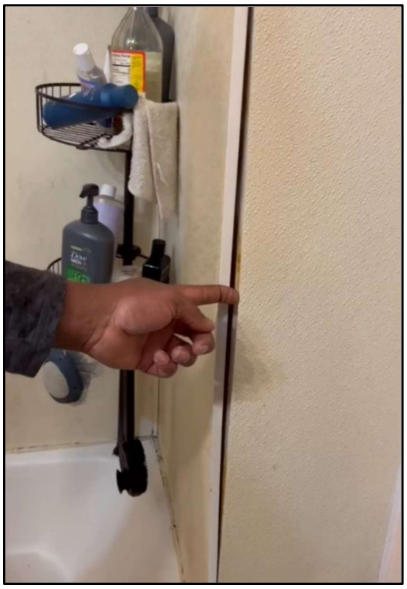


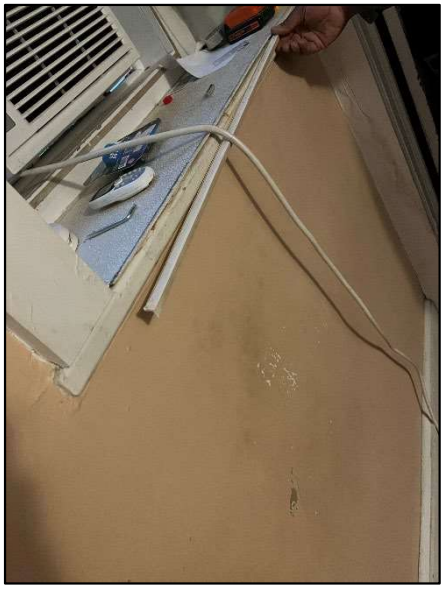




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

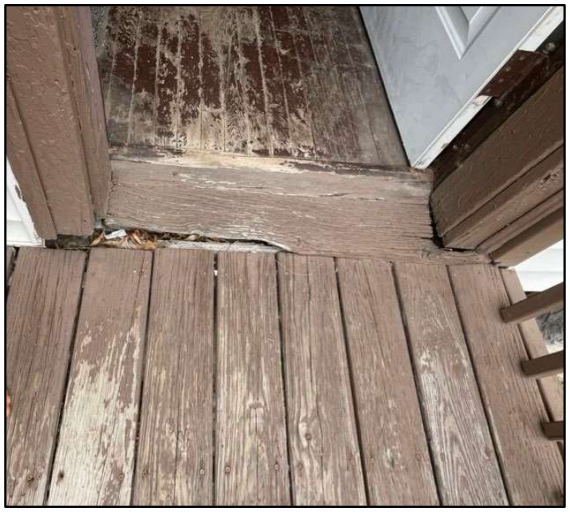
July 9, 2025 */s/ Vincent Cornell*

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

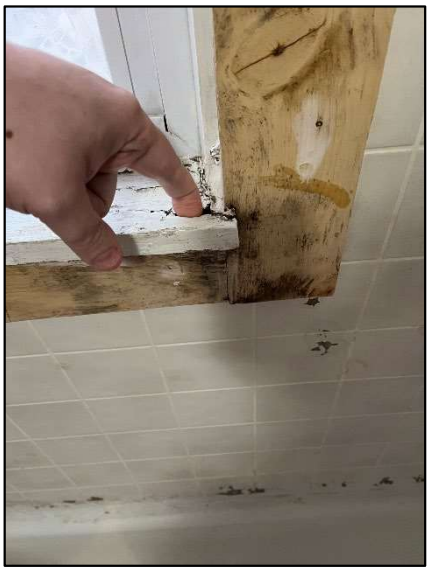
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





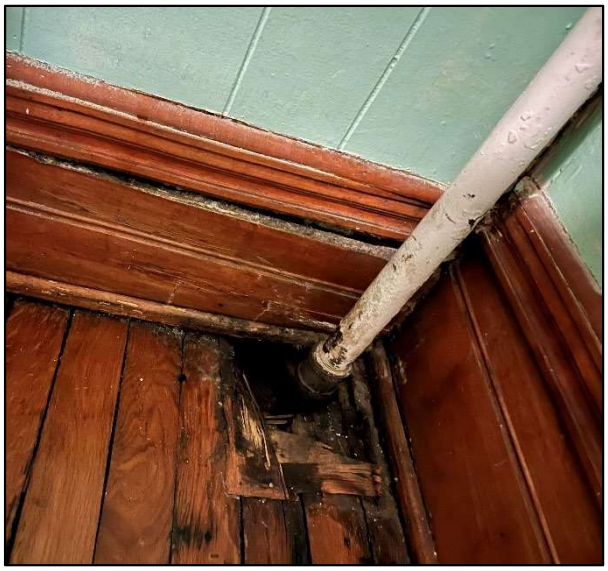
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

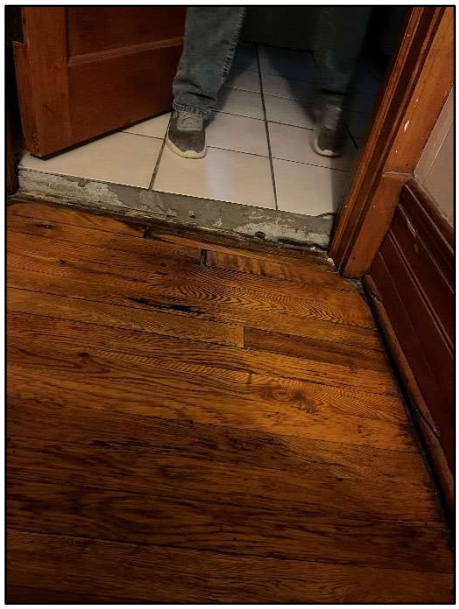






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





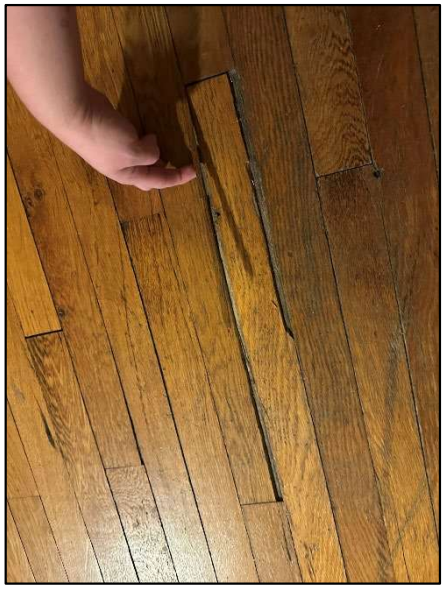








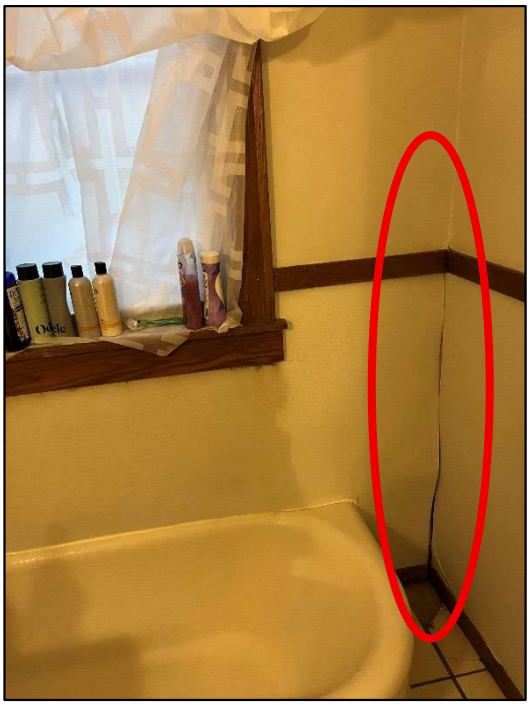




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

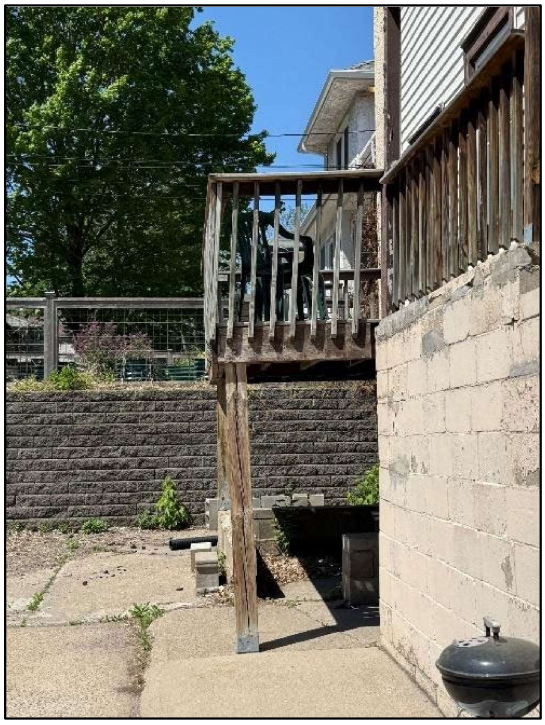
Kayla Simonson

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.

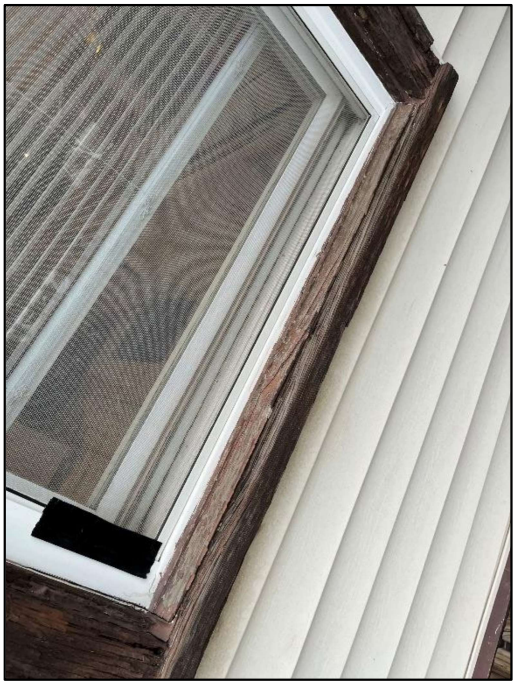
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

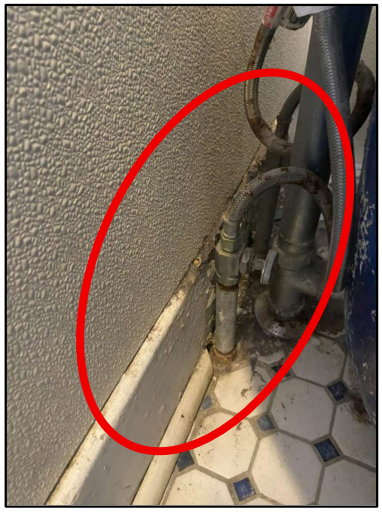
DECLARATION OF AUTUMN BUEL

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.



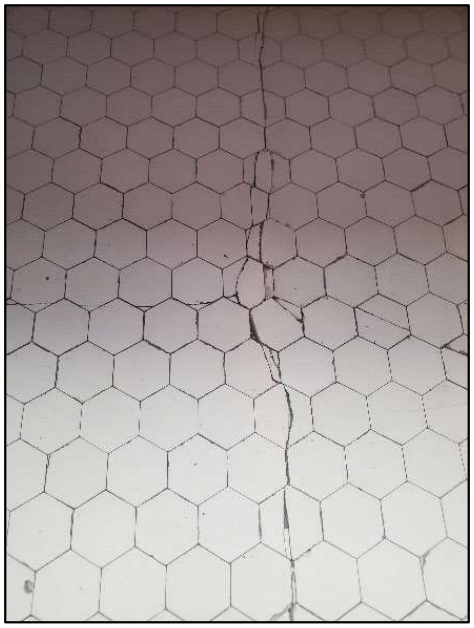
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





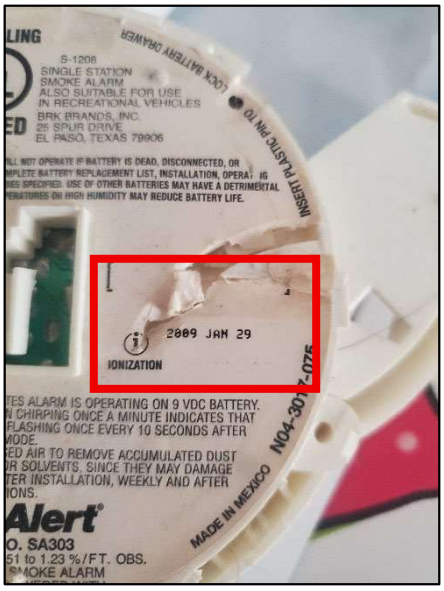








7. There is an expired smoke detector near one of our bedrooms.



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.

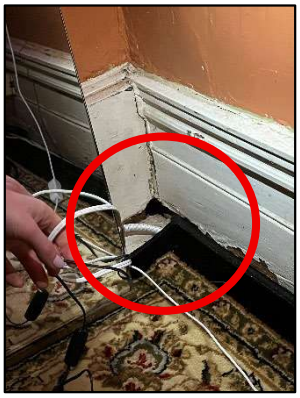




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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:

[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**.").

[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)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

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.

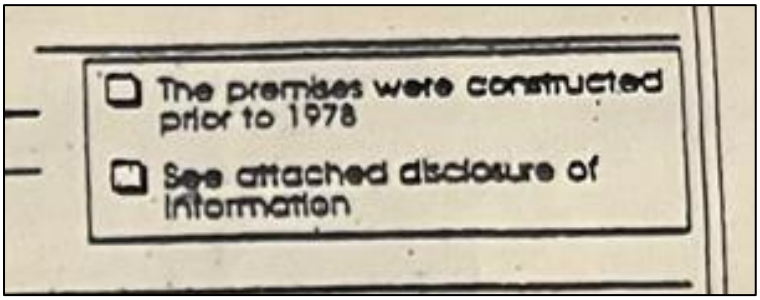
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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.

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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.

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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

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:
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 * ***

621

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 * ***

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 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



Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

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:**	For Discussion
Version:	3	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 27

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.

Financials Included?:

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 from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
3	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
3	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
3	3	9/3/2025	Anika Bowie	Approve	9/3/2025

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

3	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
April 28, 2025

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 **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

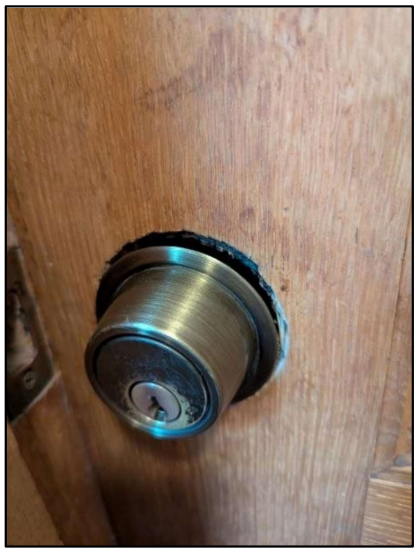
Samuel Perkins & Chloe Cable

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).

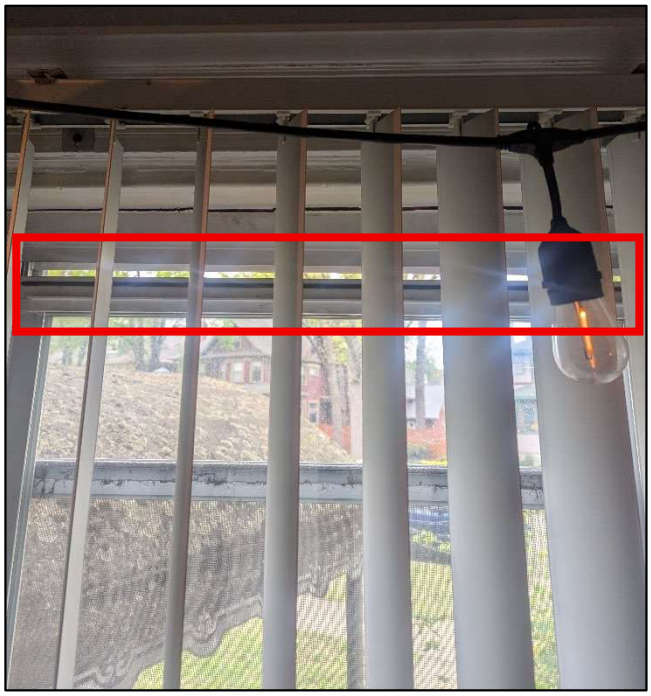


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

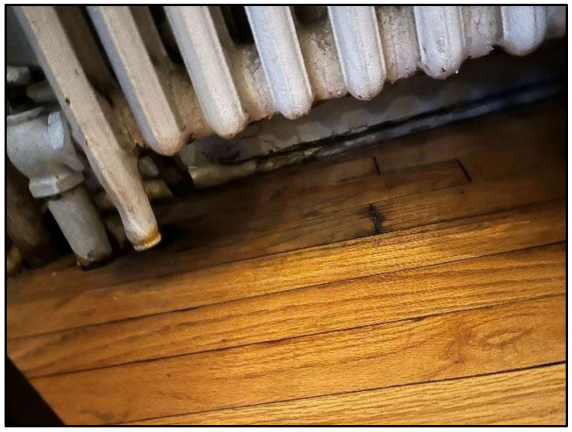
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

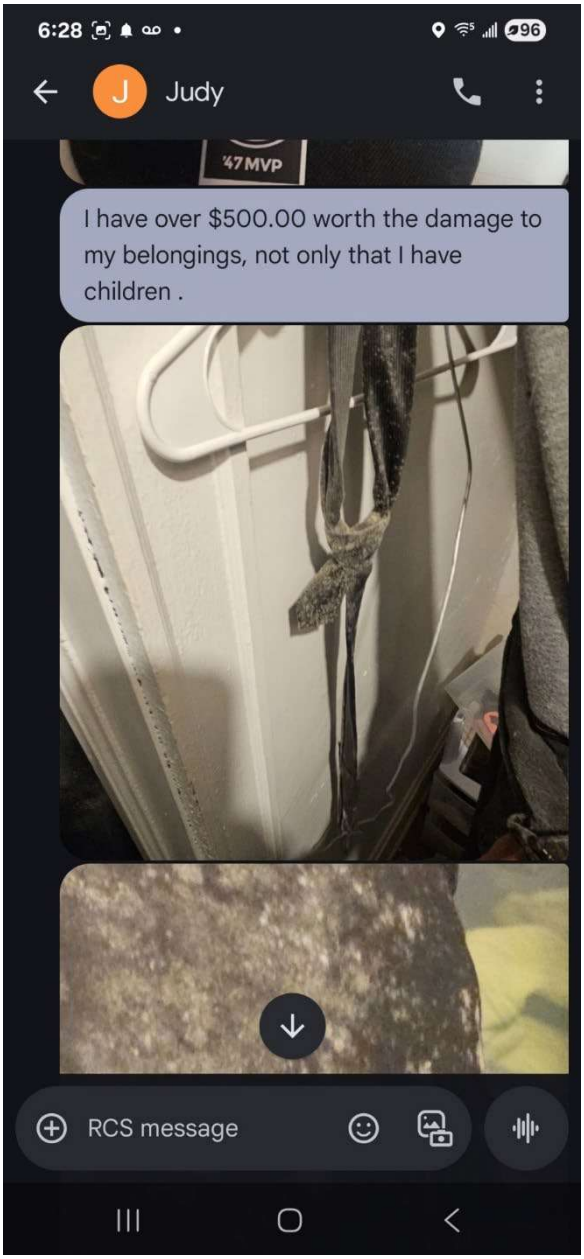


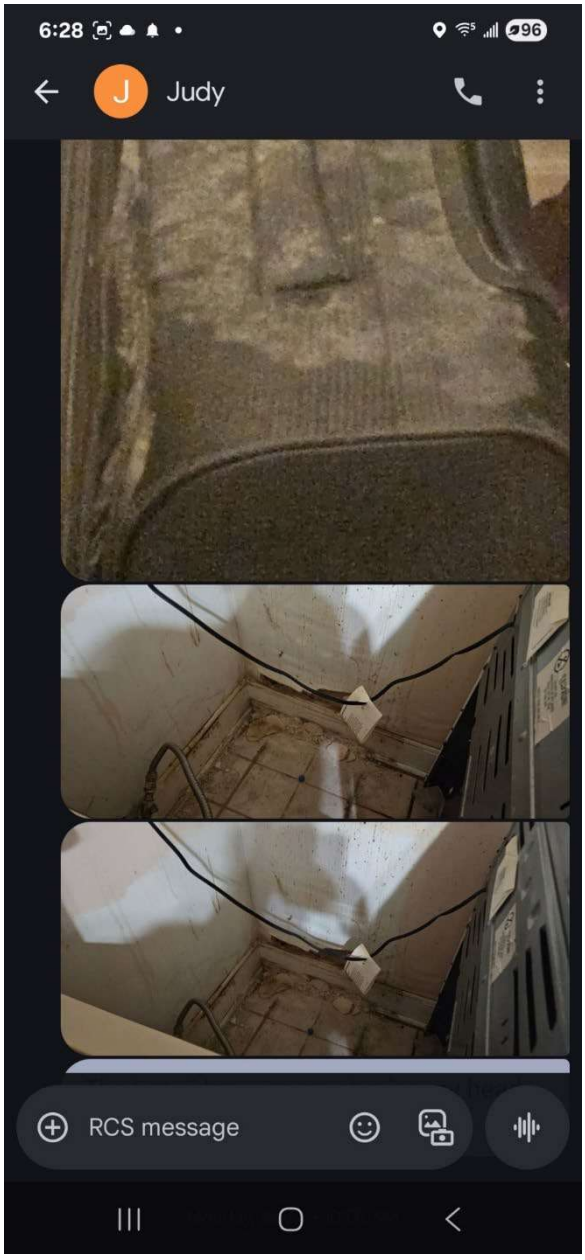
d



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.

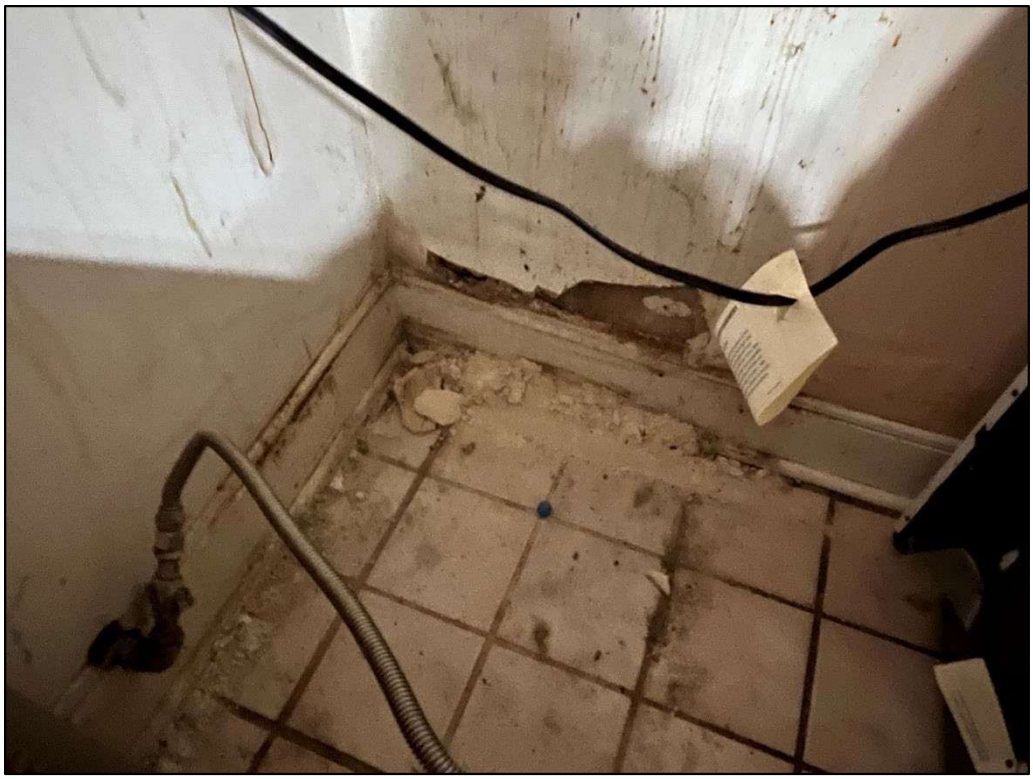

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











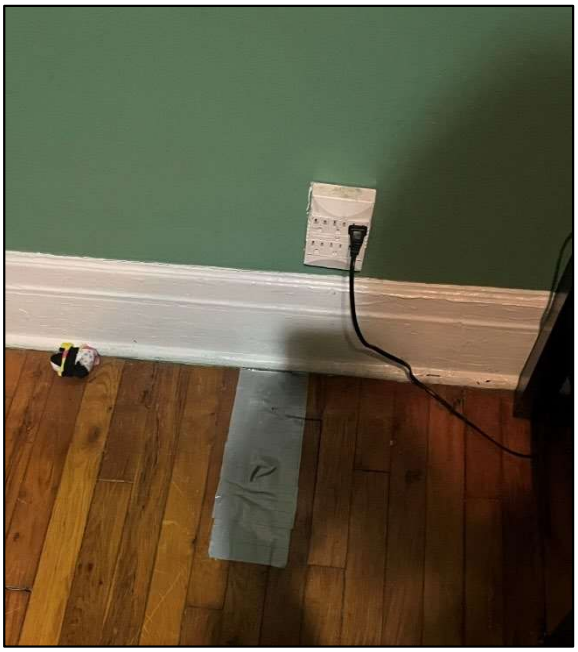


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







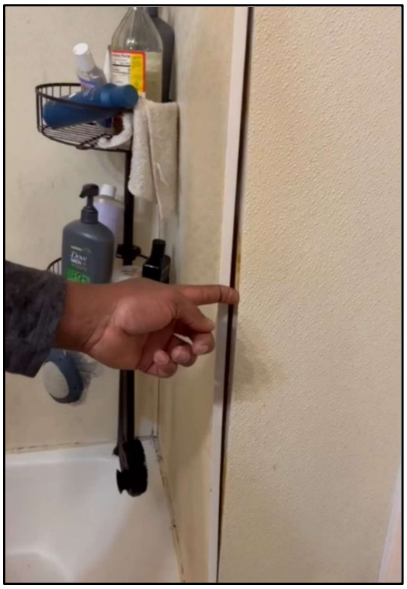


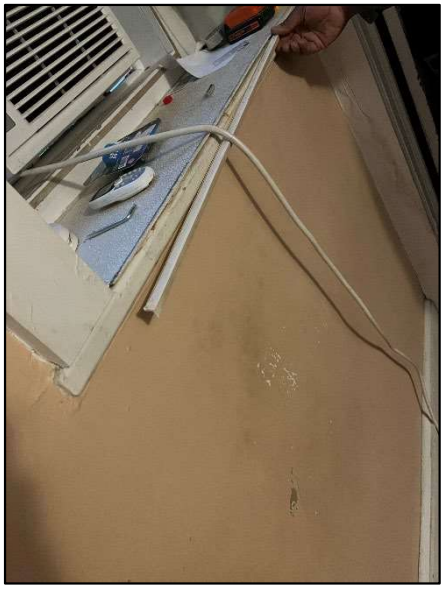




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

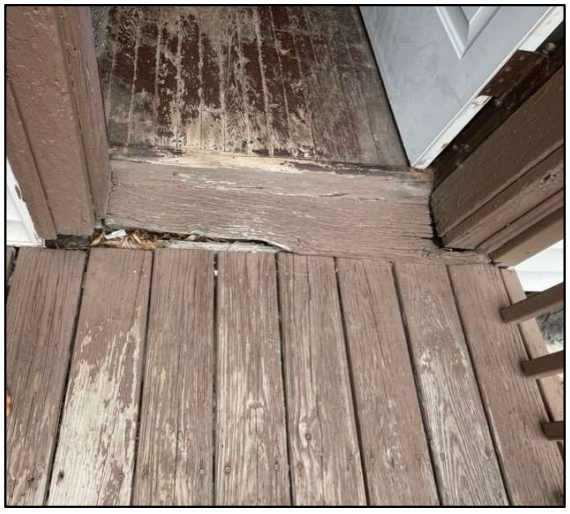
July 9, 2025 */s/ Vincent Cornell*

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

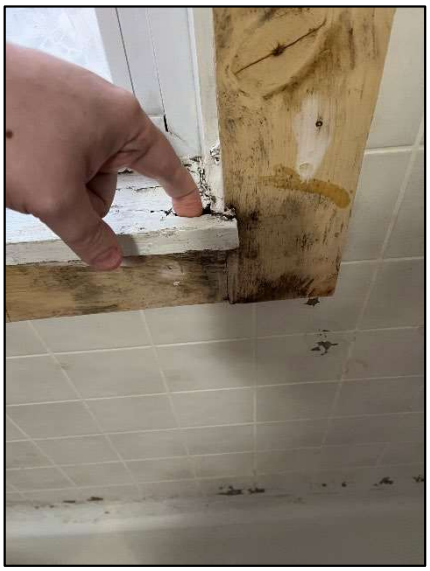
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





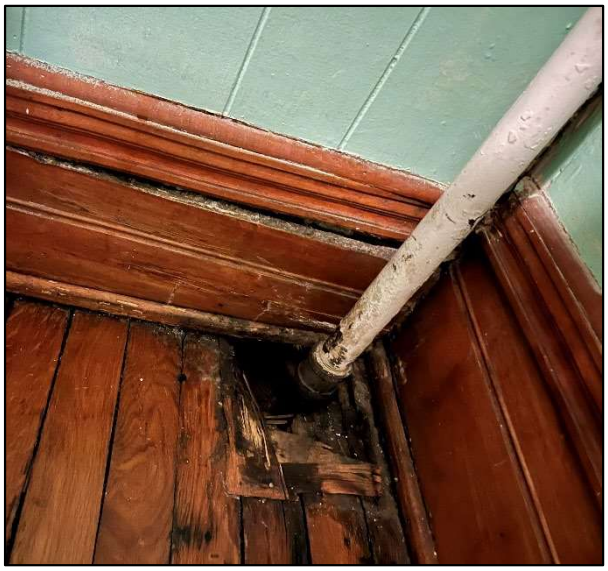
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

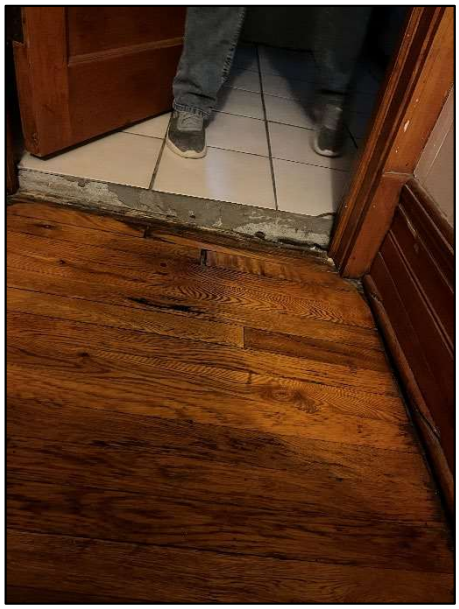






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





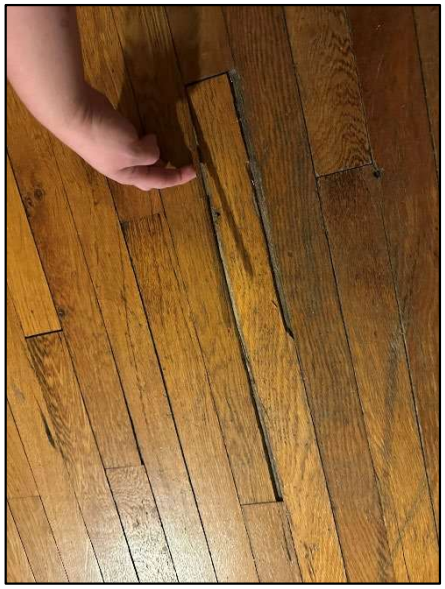








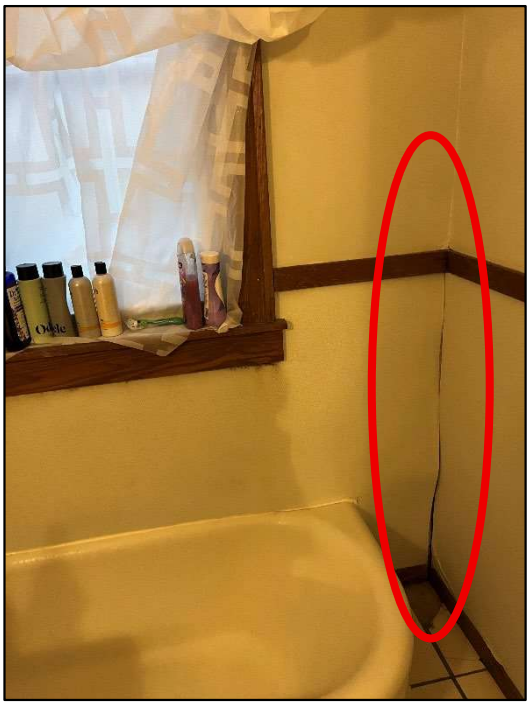




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

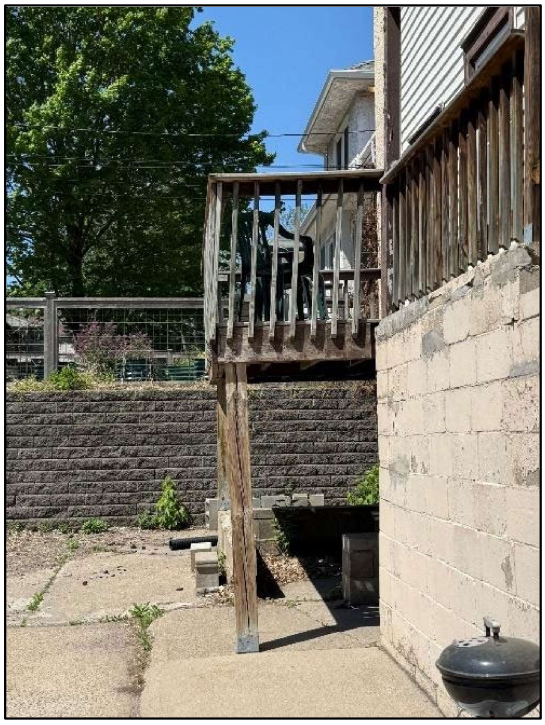
Kayla Simonson

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.

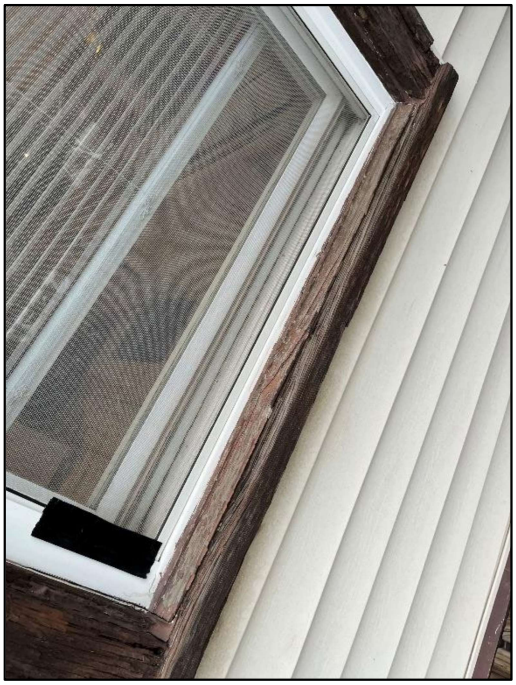
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

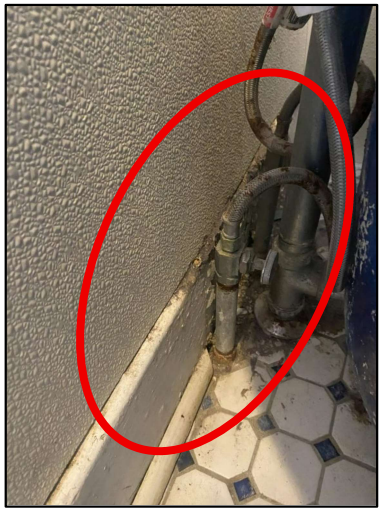
DECLARATION OF AUTUMN BUEL

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.

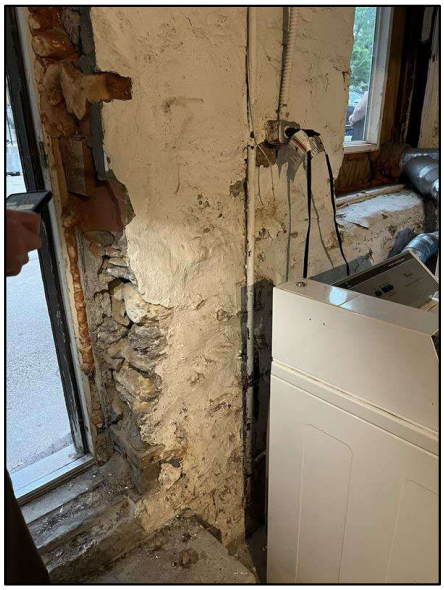
July 10, 2025 */s Autumn Buel*

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.



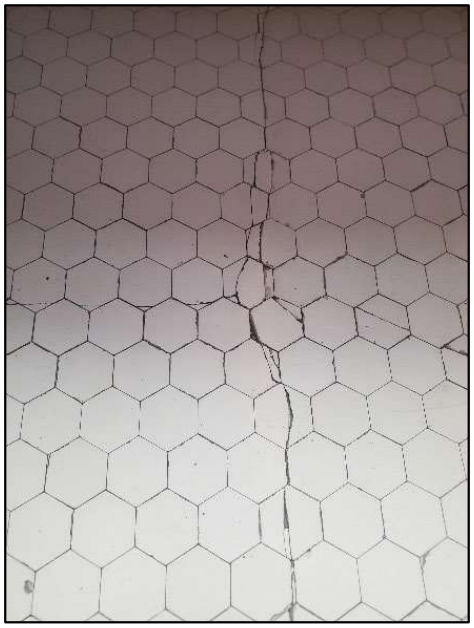
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





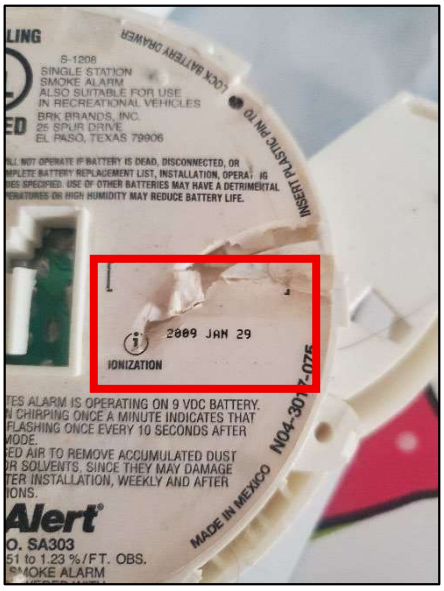








7. There is an expired smoke detector near one of our bedrooms.



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.

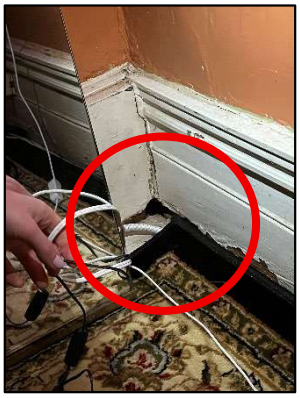




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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

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)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

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Plaintiff / Petitioner (first, middle, last)

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(Minn. Gen R. Prac 104(a))

Date Case Filed: June 12, 2025

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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

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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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.

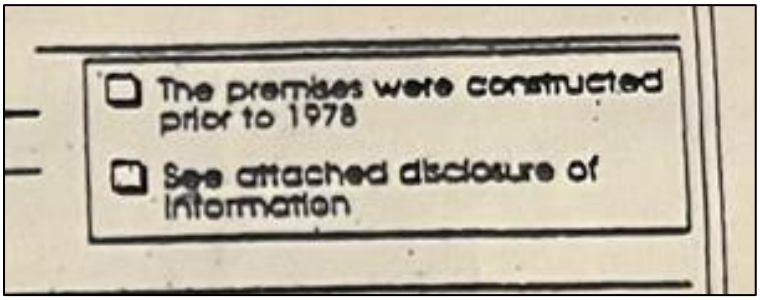
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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

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

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.
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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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Closed: 12/05/24

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12/05/2024: Comply

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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

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 * ***

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 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



Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

City of Saint Paul

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

Master

File Number: RLH RSA 25-13

File ID:	RLH RSA 25-13	**Type:**	Resolution LH Rent Stabilization Appeal	**Status:**	For Discussion
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 28

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

Financials Included?:

LHO Recommendation 9-4-2025, 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, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
2	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
2	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
2	3	9/3/2025	Anika Bowie	Approve	9/3/2025

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

2	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
April 28, 2025

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
& 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:

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**
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

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

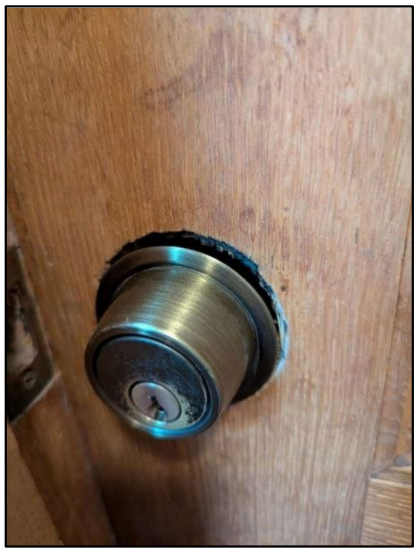
Samuel Perkins & Chloe Cable

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).

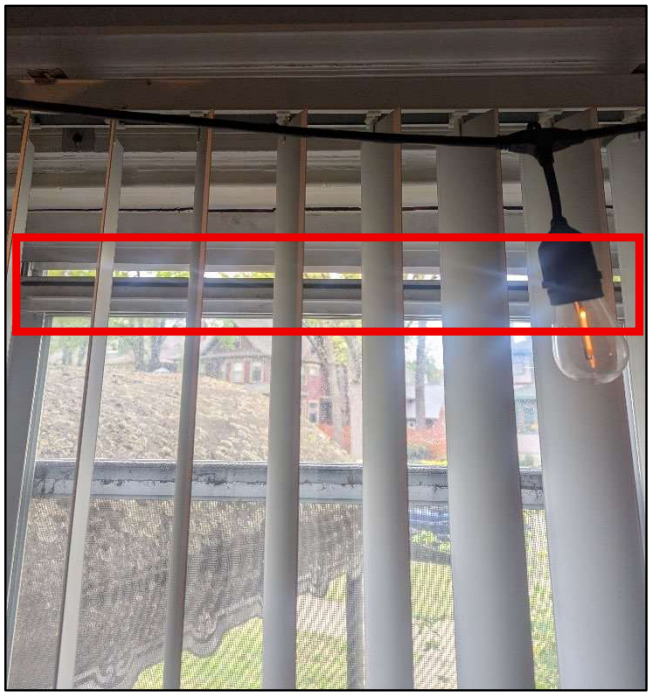


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

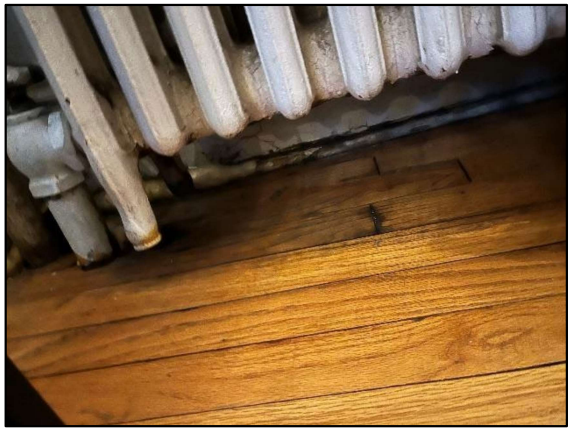
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

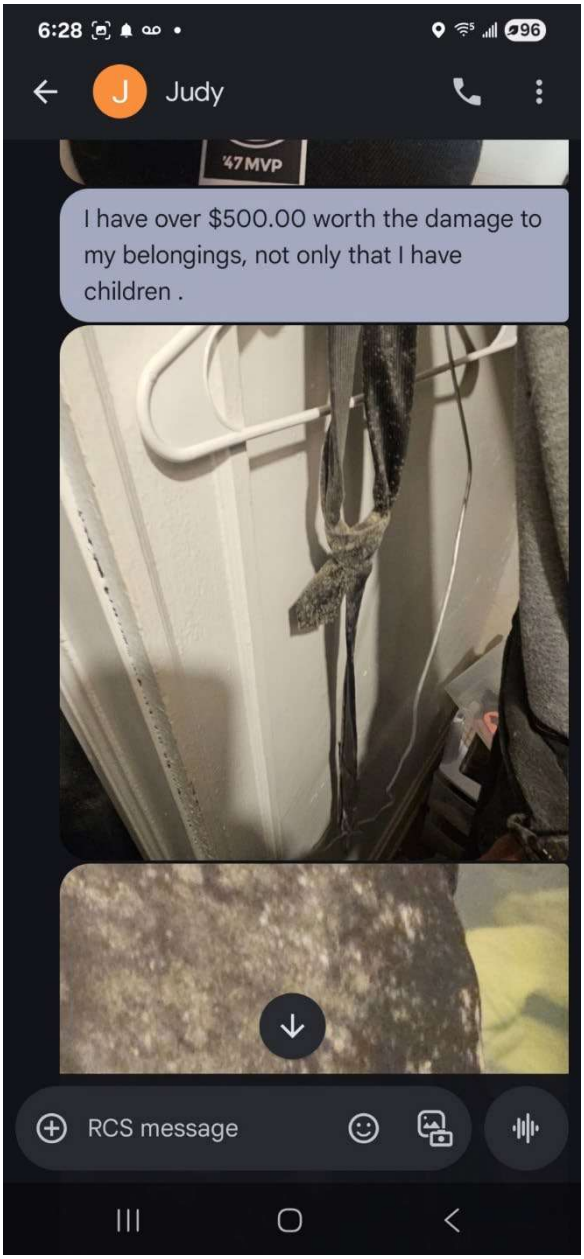


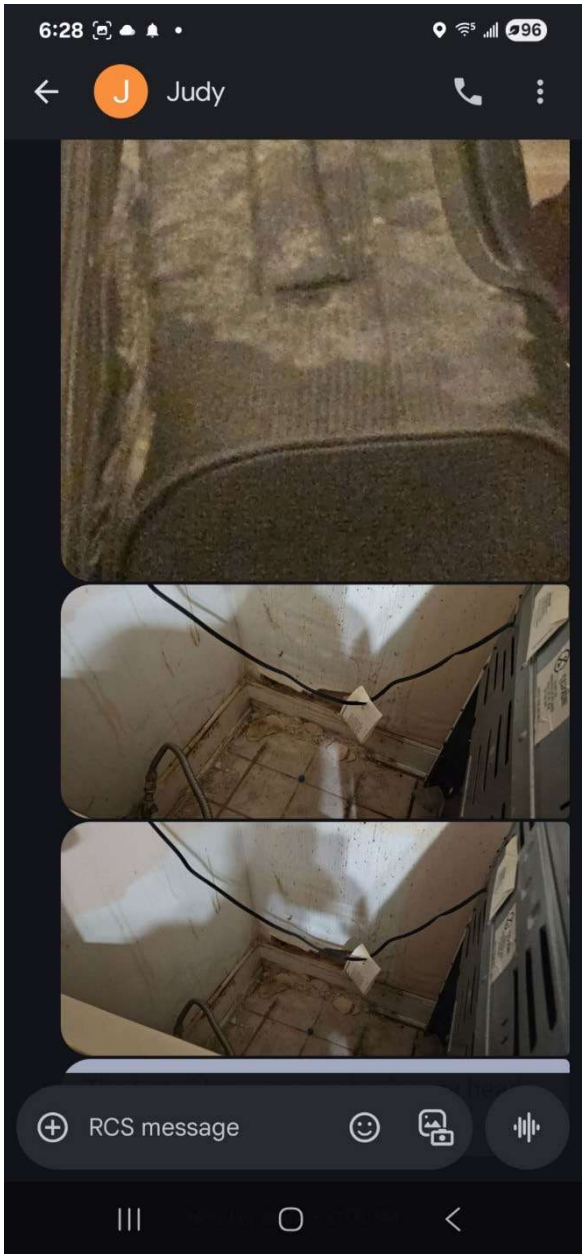
d



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.

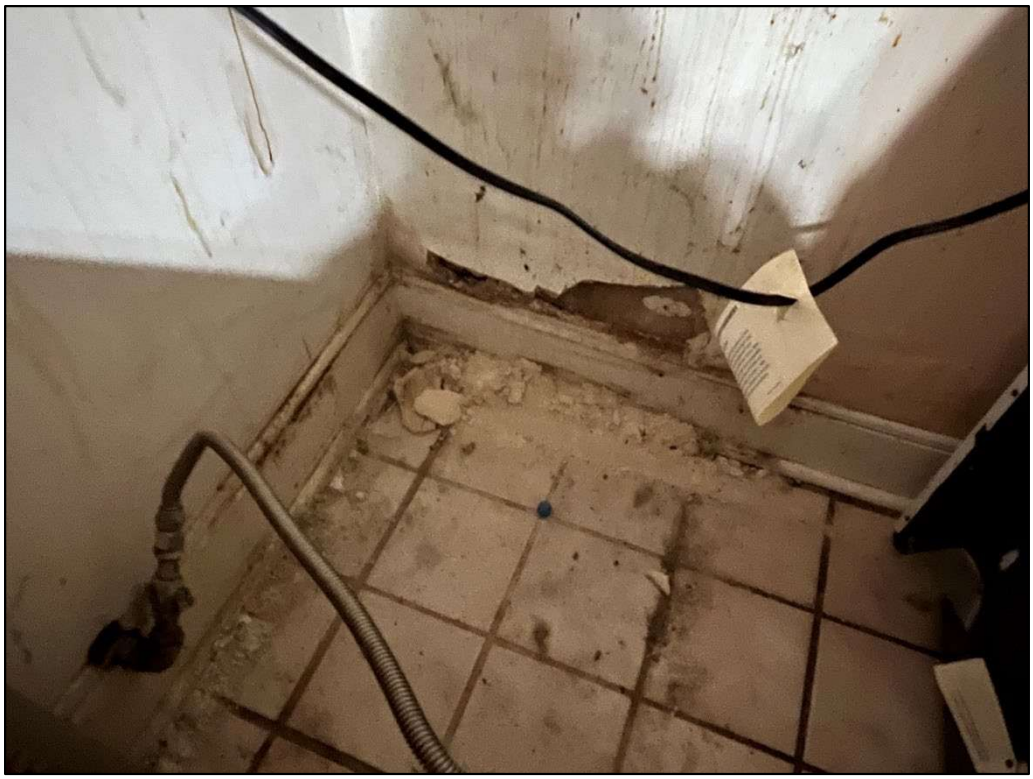

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











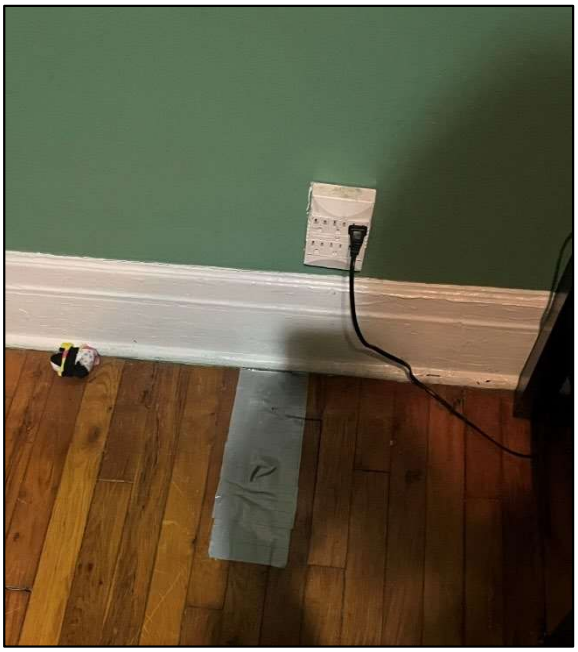


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







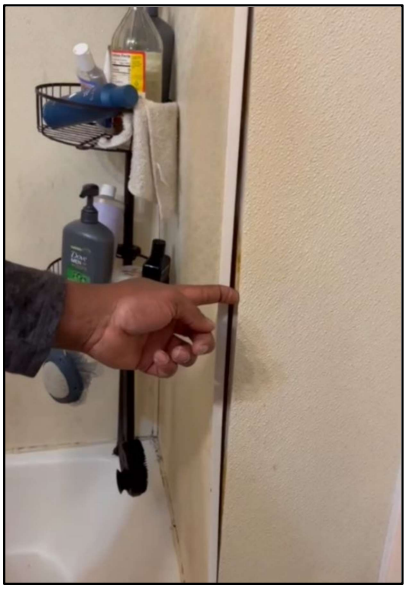


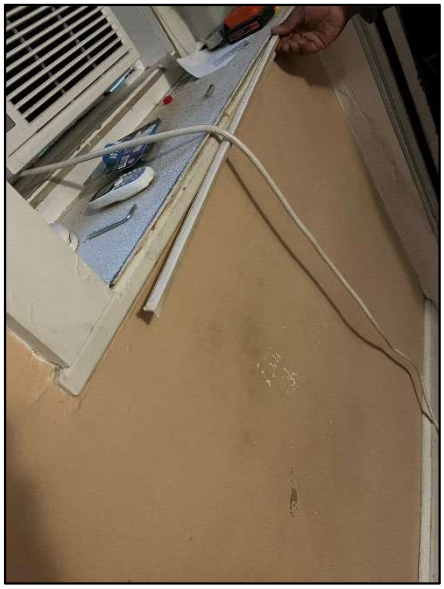




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

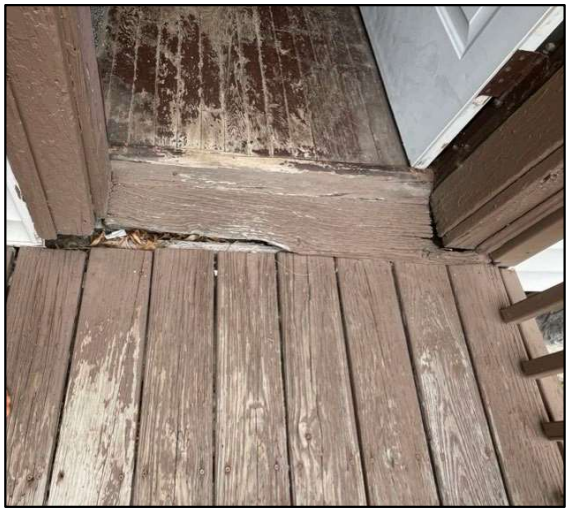
July 9, 2025 */s/ Vincent Cornell*

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

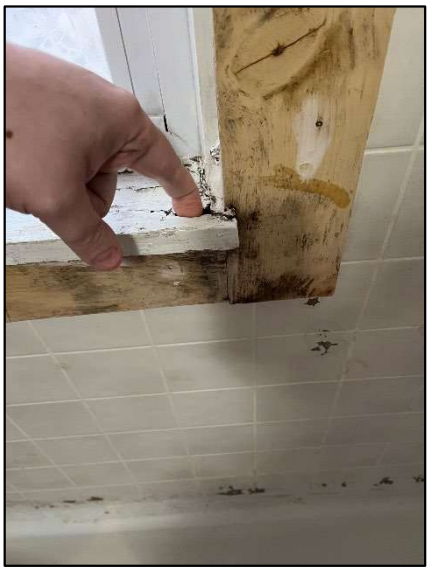
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





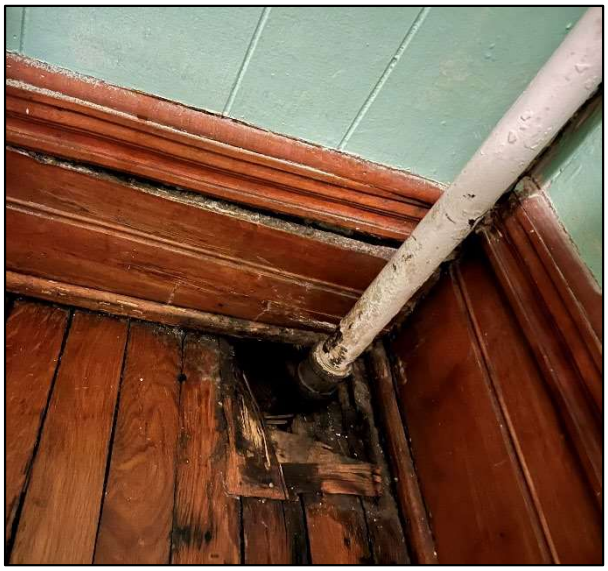
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

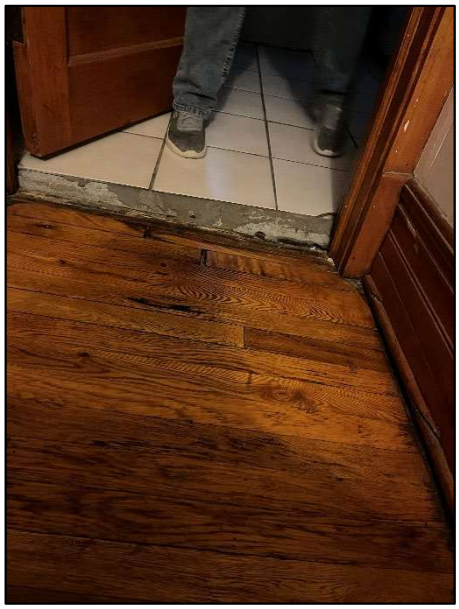






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





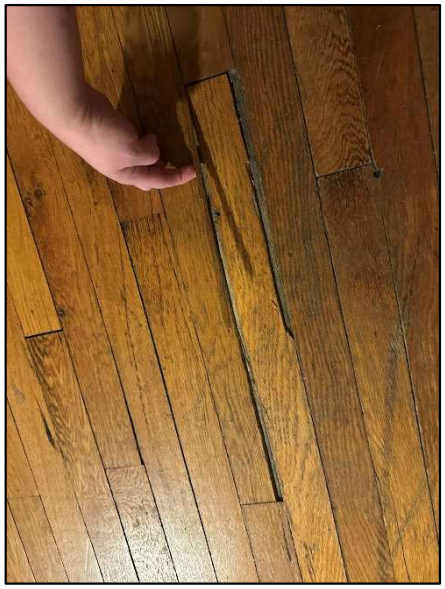








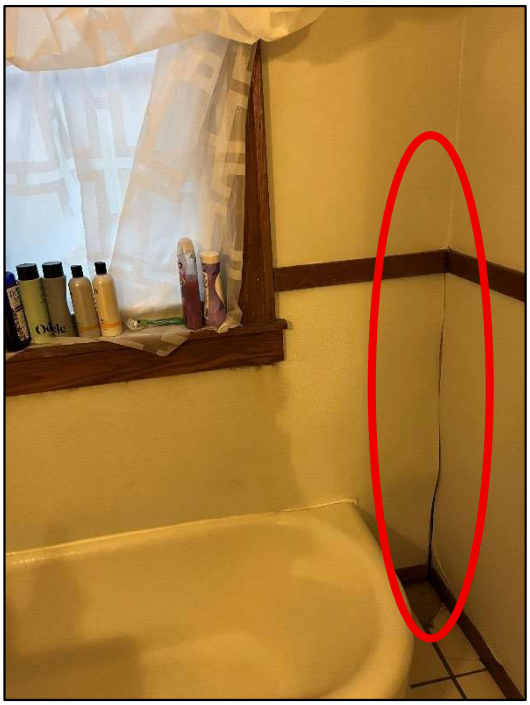




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

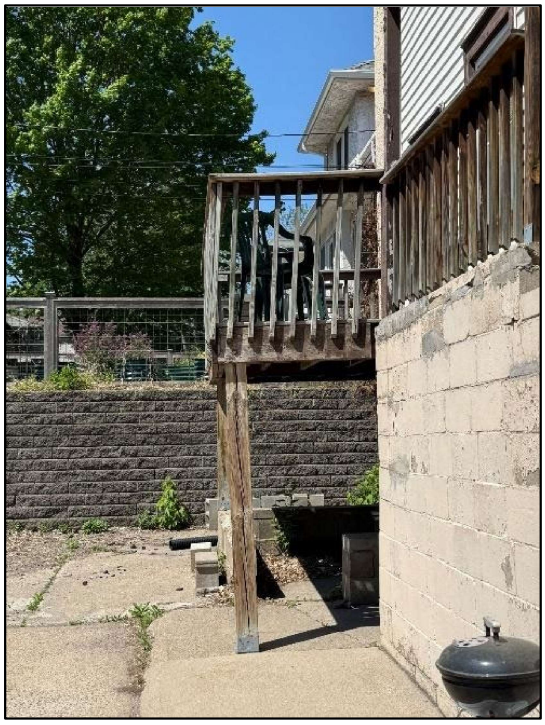
Kayla Simonson

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.

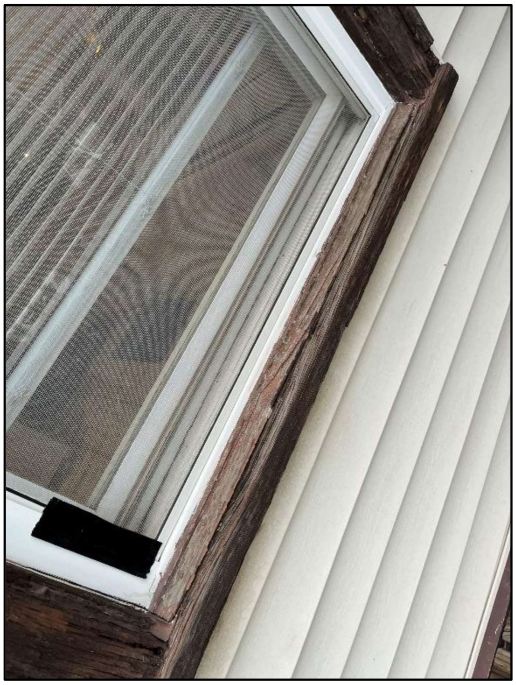
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

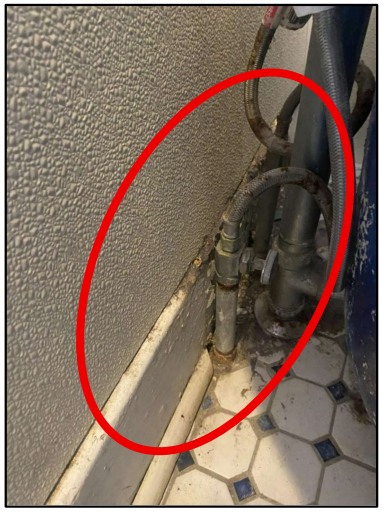
DECLARATION OF AUTUMN BUEL

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.

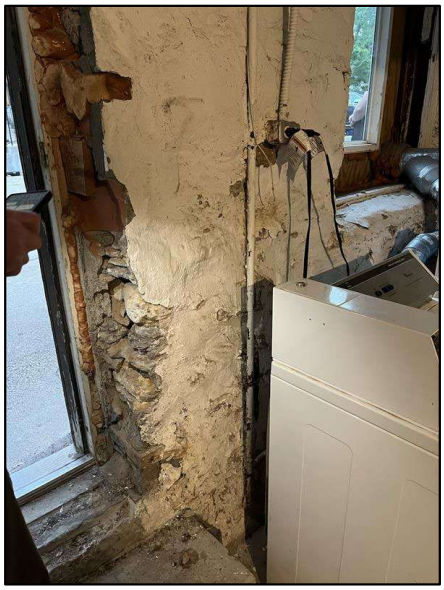
July 10, 2025 */s Autumn Buel*

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.



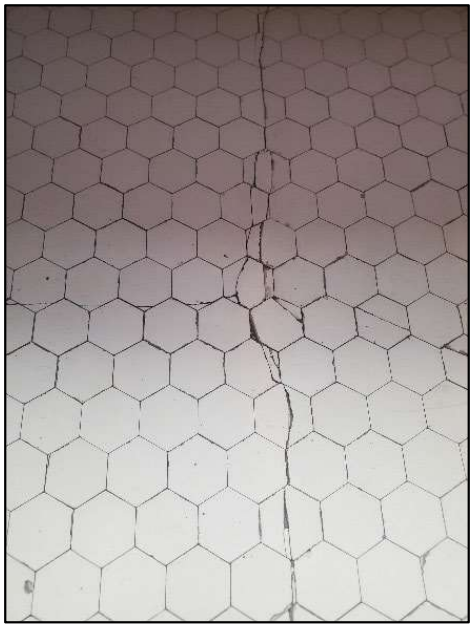
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





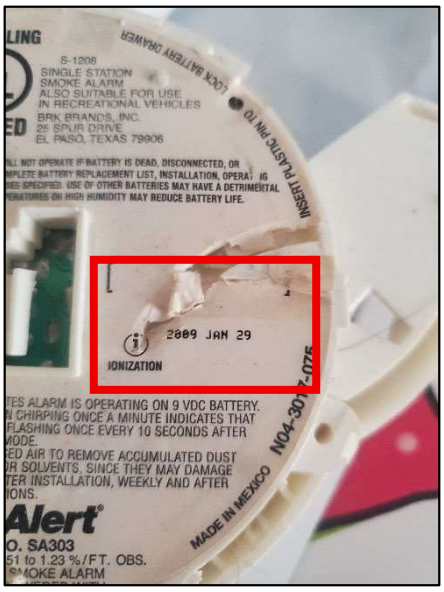








7. There is an expired smoke detector near one of our bedrooms.



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.

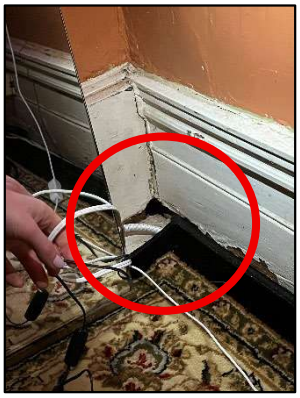




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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

James W. Poradek (#0290488)
Abigail Hanson (#0402944)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

State of Minnesota **District Court**

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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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 Minnesota Attorney License Number	Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

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ATTORNEY FOR PLAINTIFF/PETITIONER	ATTORNEY FOR DEFENDANT/RESPONDENT
James Poradek; Abigail Hanson; Emily Curran Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 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: _____ Court File Number: _____ 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.

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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.

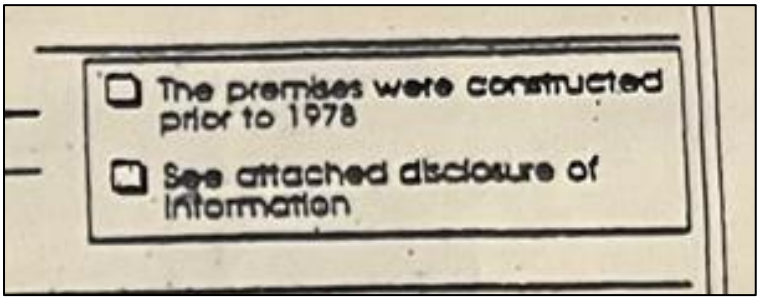
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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

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

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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

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 ~~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 * ***

1116

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 * *** 1117

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 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



Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

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:**	For Discussion
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 29

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

Financials Included?:

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 from Abbie Hanson, 9-8-25, 934, 938 & 942 Ashland Ave.DSI Inspection Photos.9-4-25, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
2	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
2	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
2	3	9/3/2025	Anika Bowie	Approve	9/3/2025

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

2	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
April 28, 2025

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

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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

---

[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**.").

[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)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

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

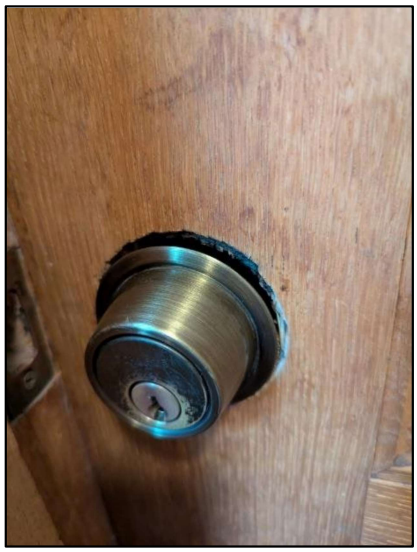
Samuel Perkins & Chloe Cable

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).

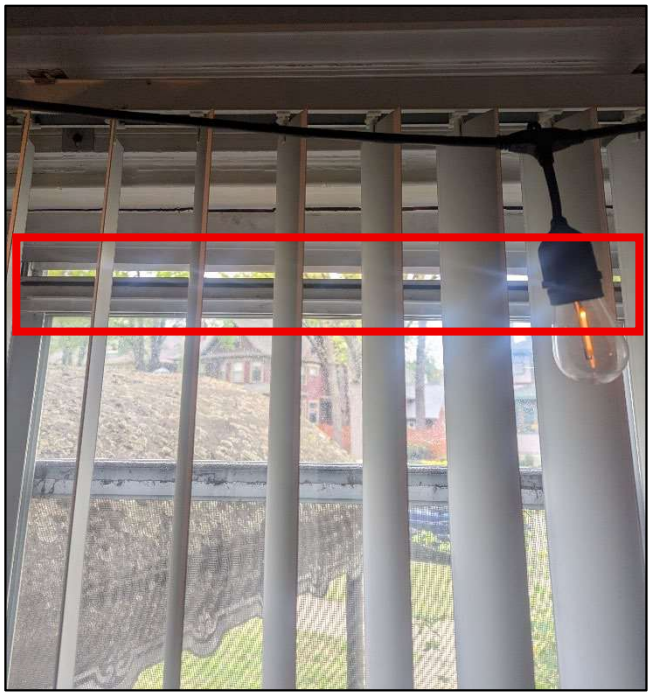


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

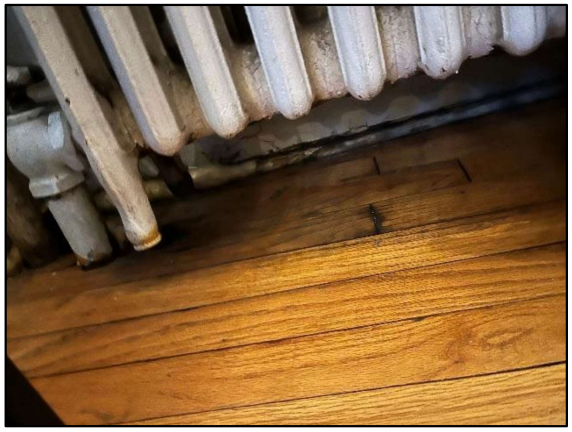
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

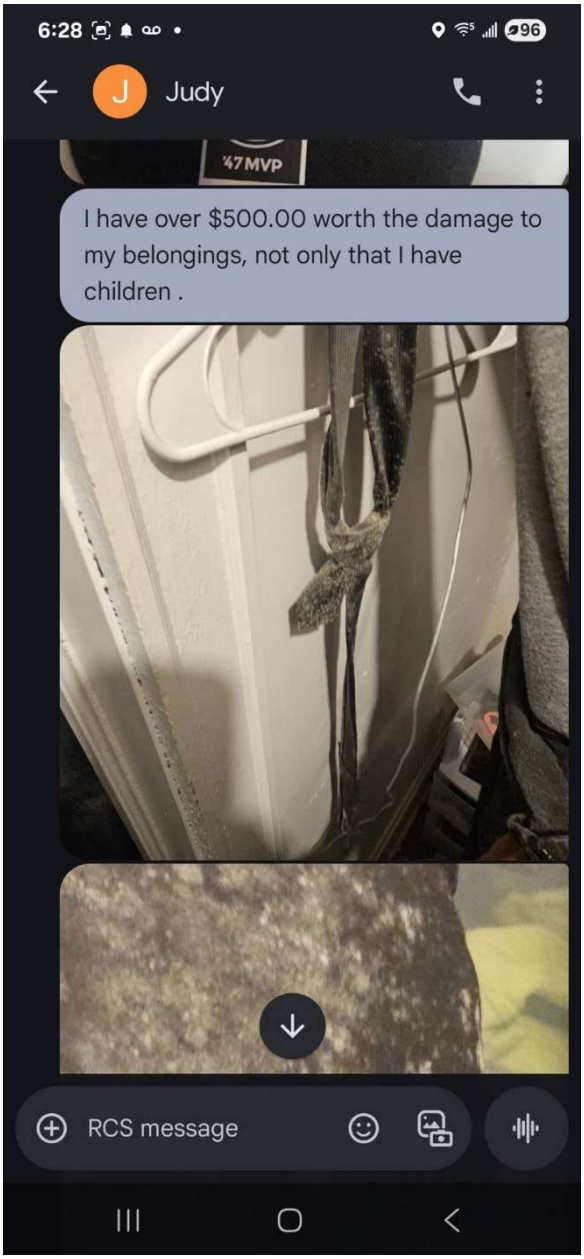


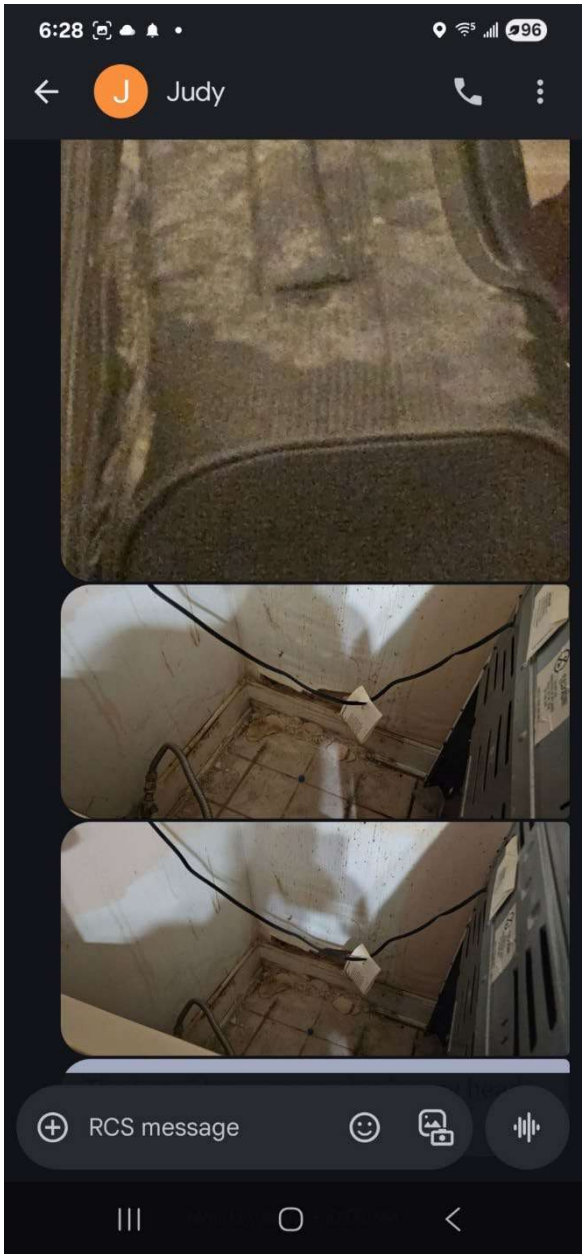
d



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.

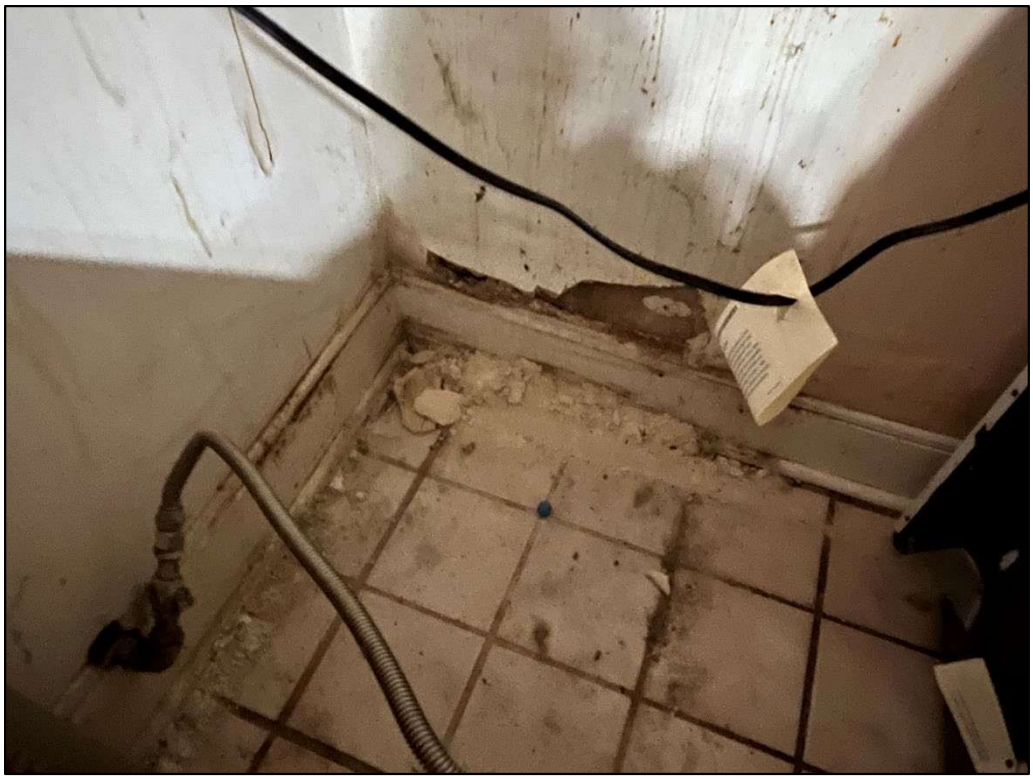

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











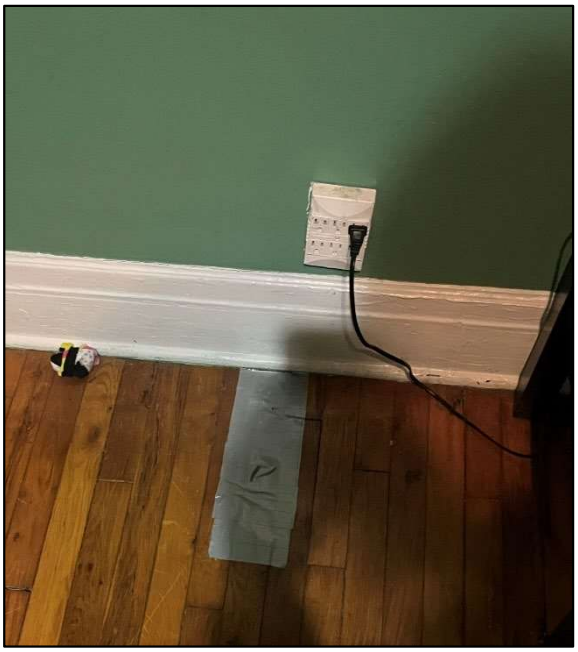


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







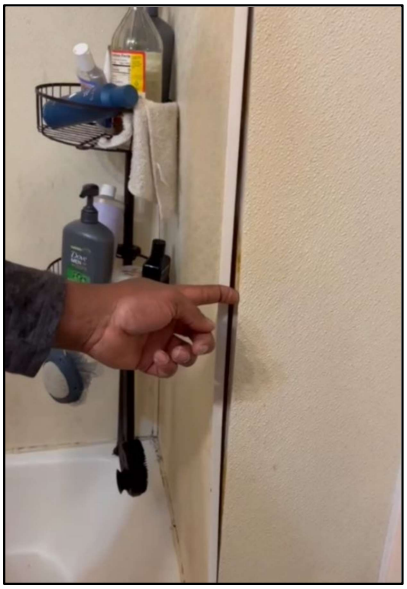


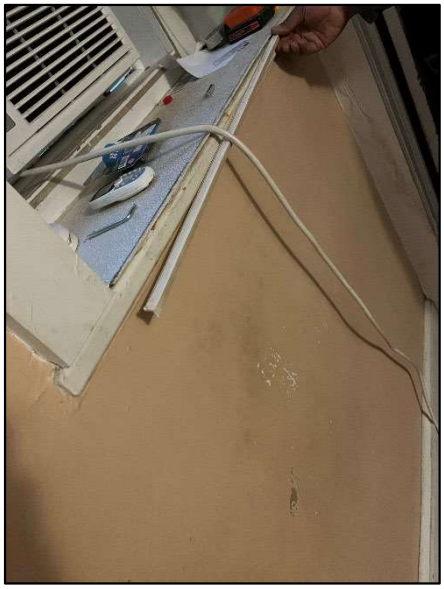




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

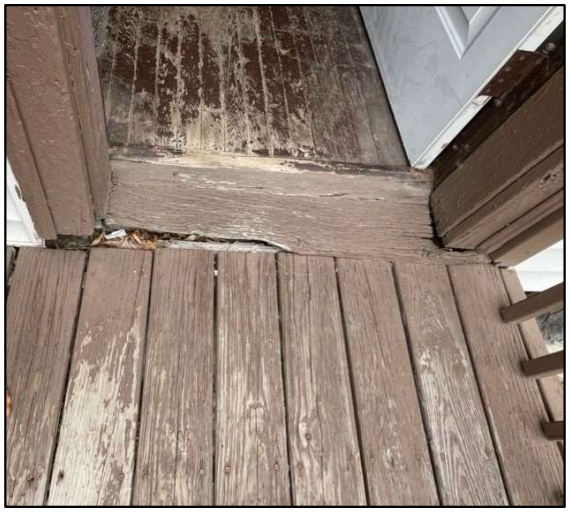
July 9, 2025 */s/ Vincent Cornell*

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

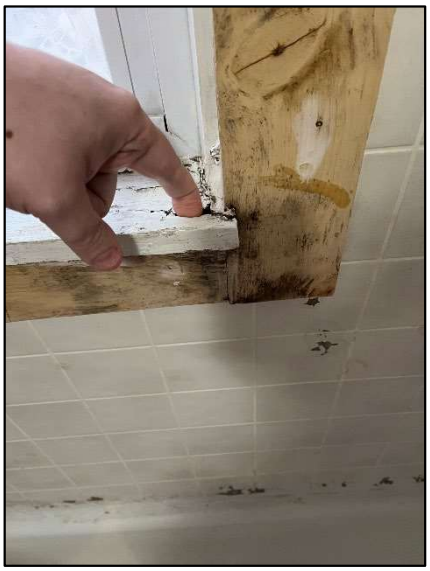
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





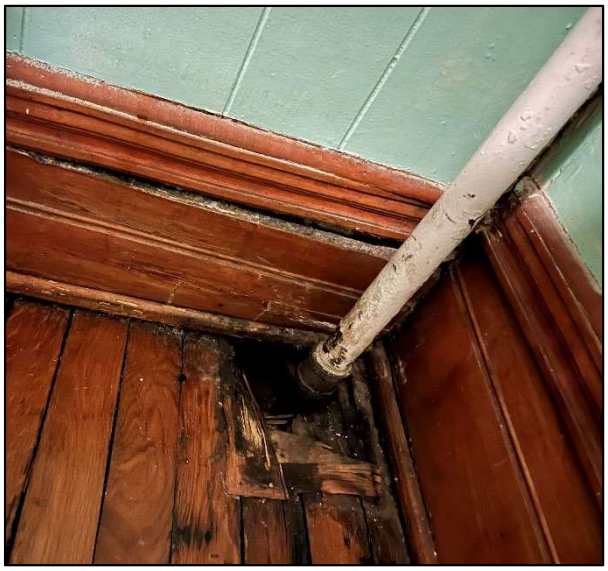
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

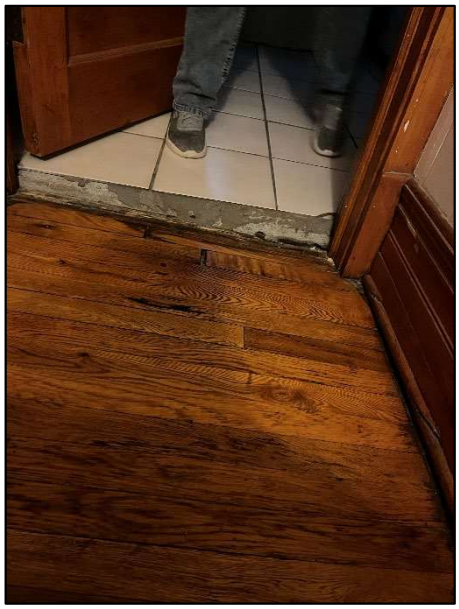






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





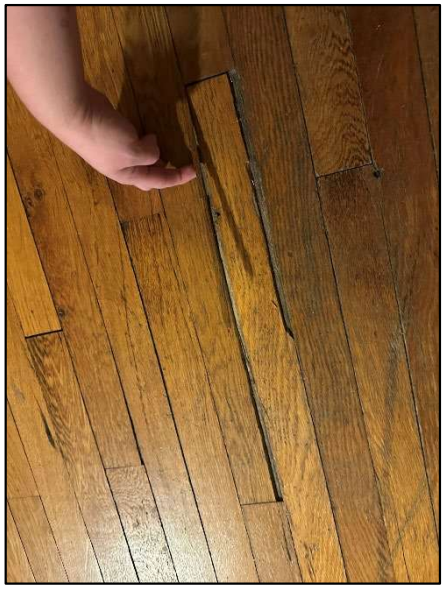








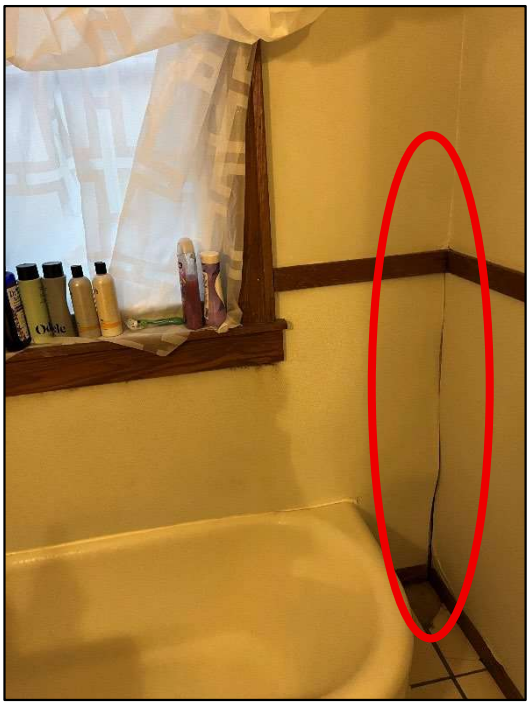




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

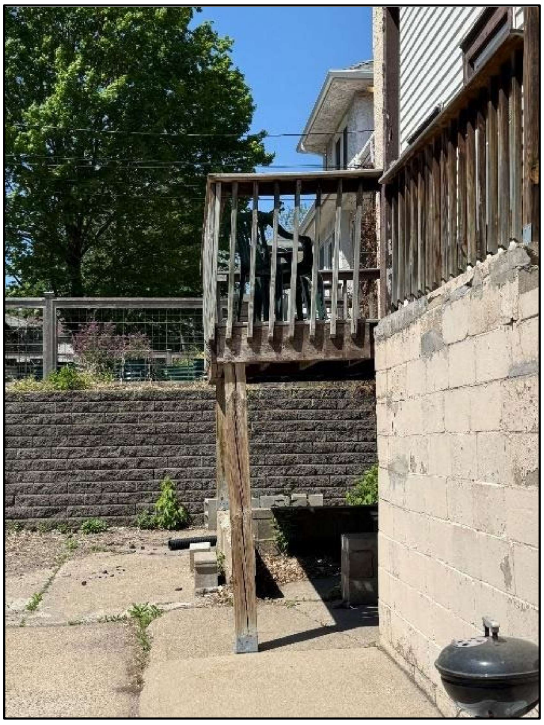
Kayla Simonson

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.

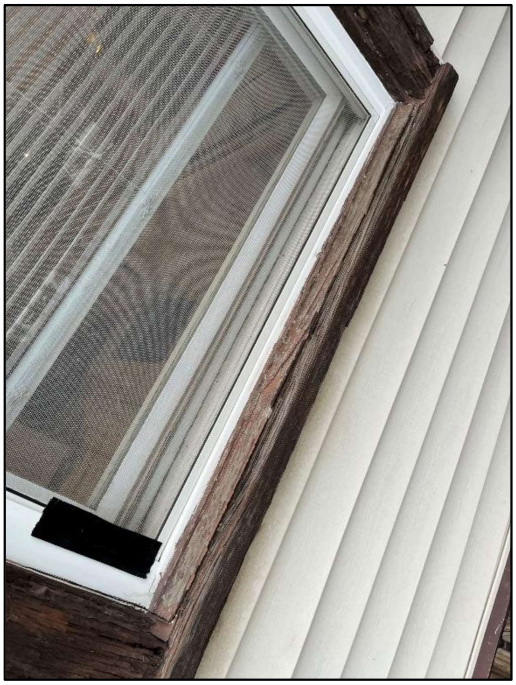
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

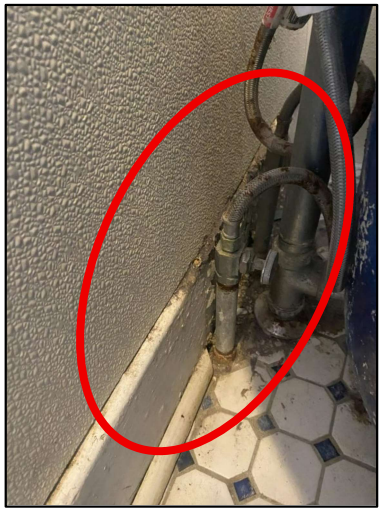
DECLARATION OF AUTUMN BUEL

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.

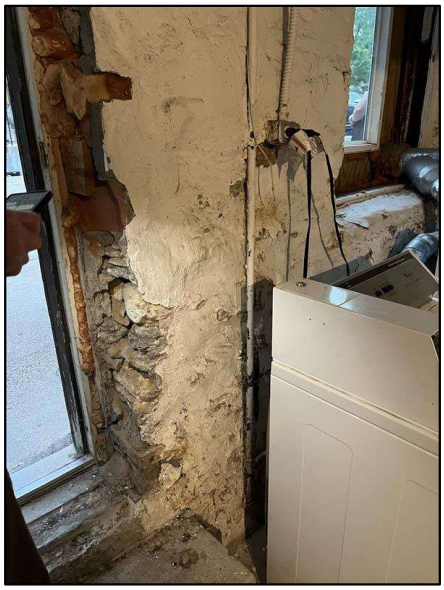
July 10, 2025 */s Autumn Buel*

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.



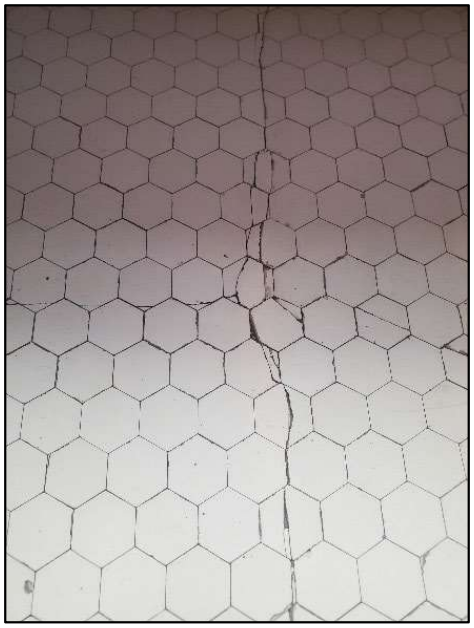
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





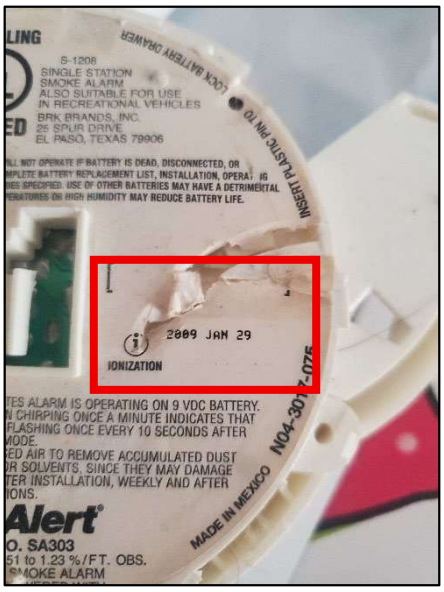








7. There is an expired smoke detector near one of our bedrooms.



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.

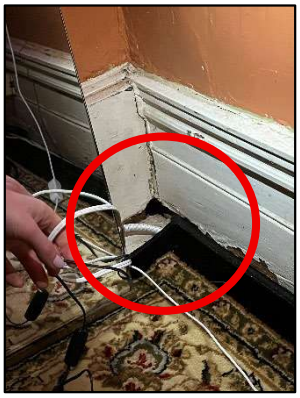




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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

State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ 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.

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James Poradek; Abigail Hanson; Emily Curran Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 Minnesota Attorney License Number	Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

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(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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 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

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.

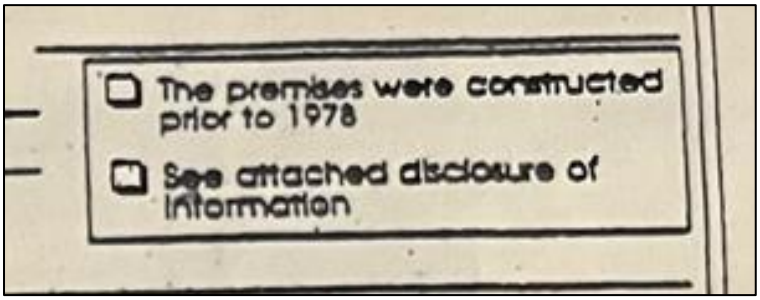
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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.

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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.

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Mold- clean and treat for mold to prevent from returning.

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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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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 * ***

1361

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
	-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 * *** 1363

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 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



Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

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:**	For Discussion
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 30

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

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, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
2	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
2	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
2	3	9/3/2025	Anika Bowie	Approve	9/3/2025

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

2	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
April 28, 2025

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.

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 **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

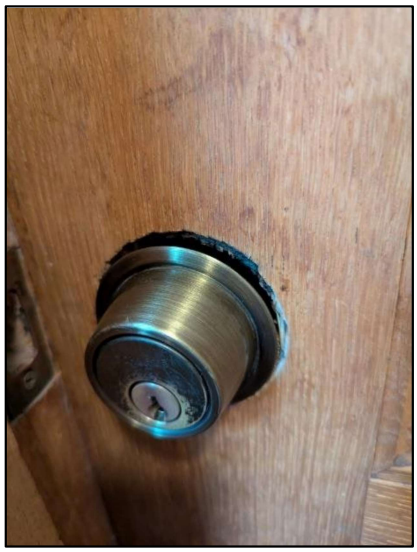
Samuel Perkins & Chloe Cable

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).

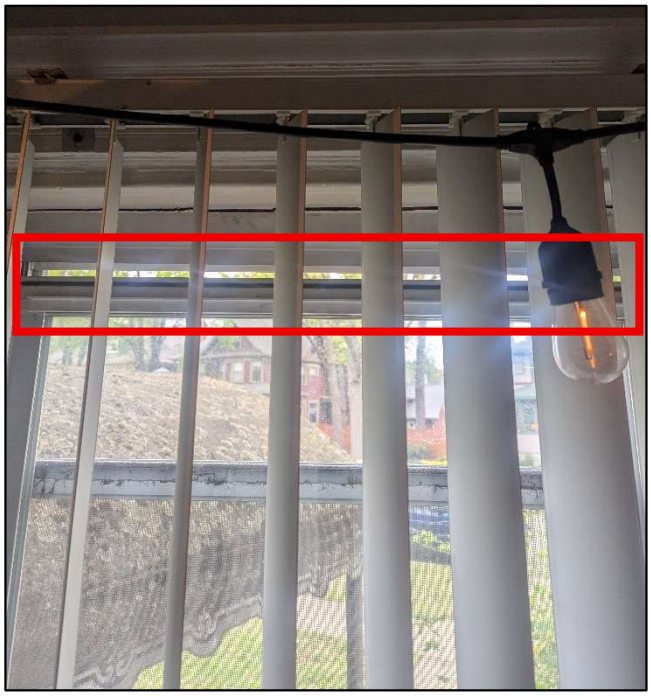


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

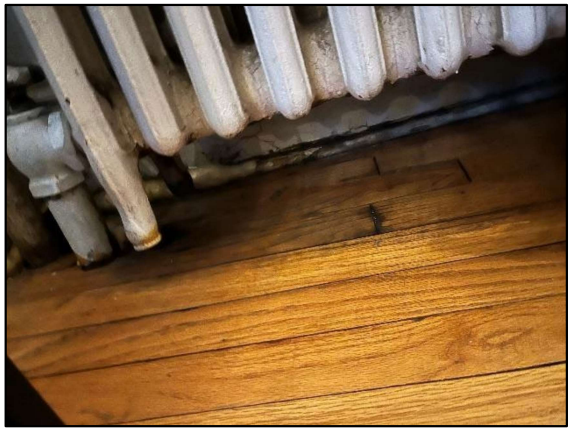
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

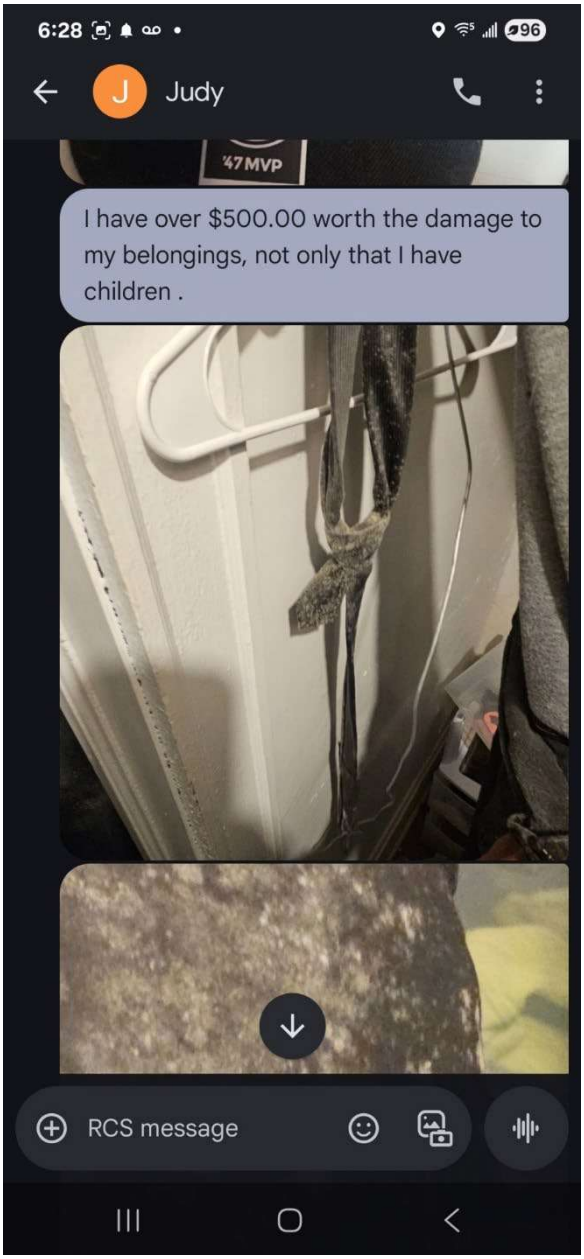


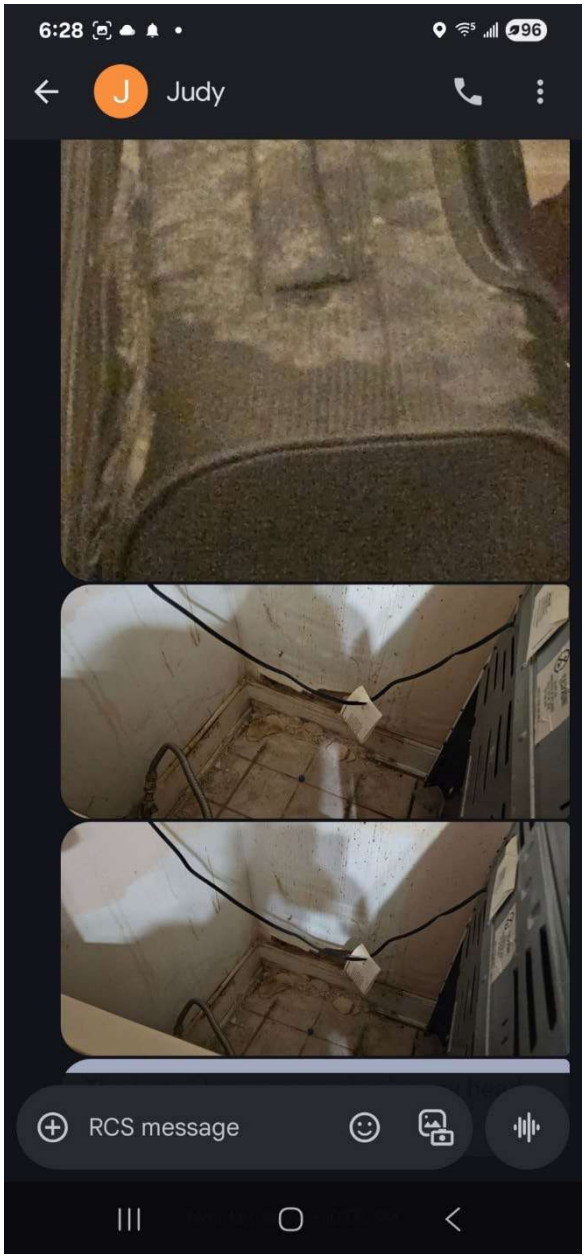
d



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.

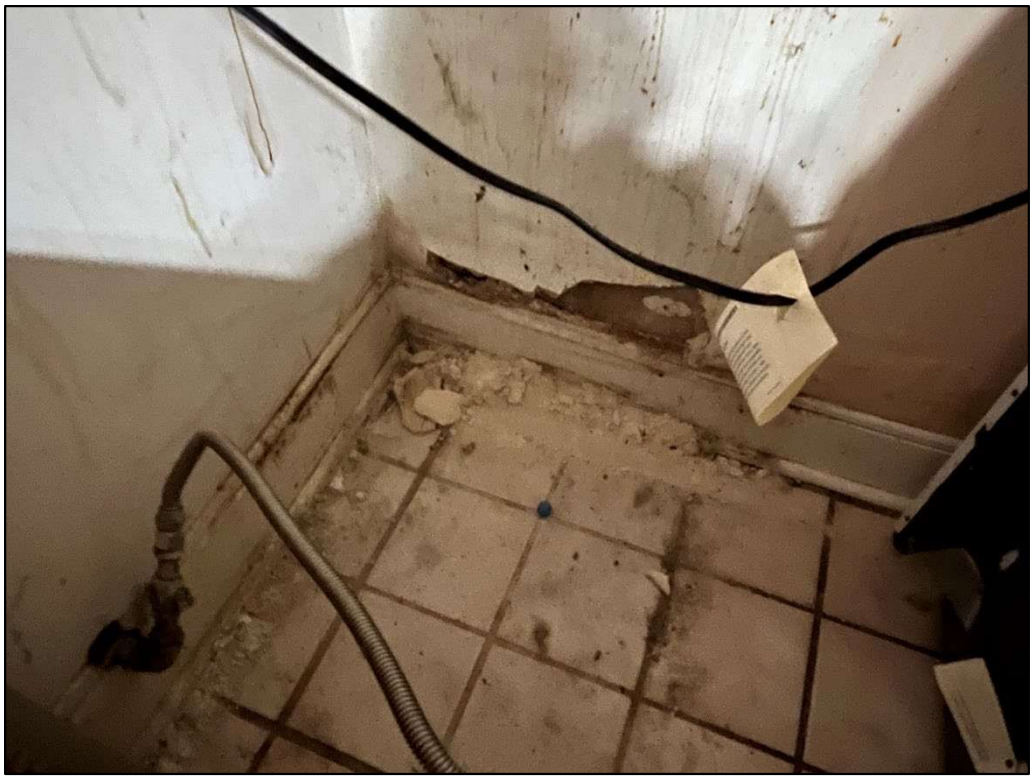

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











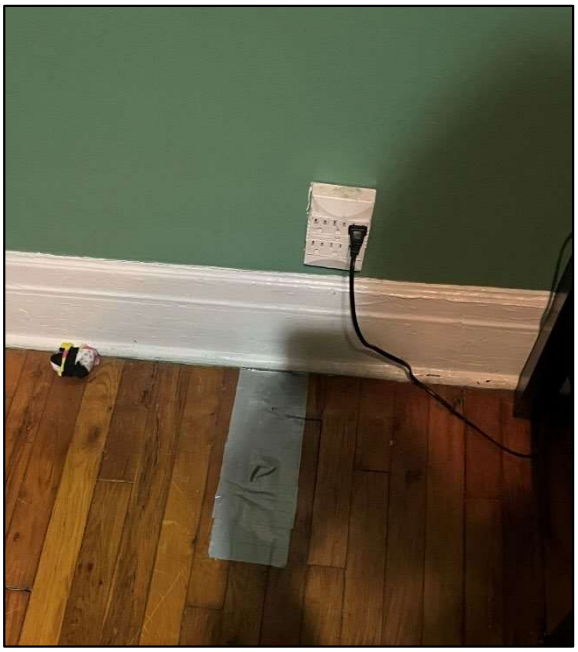


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







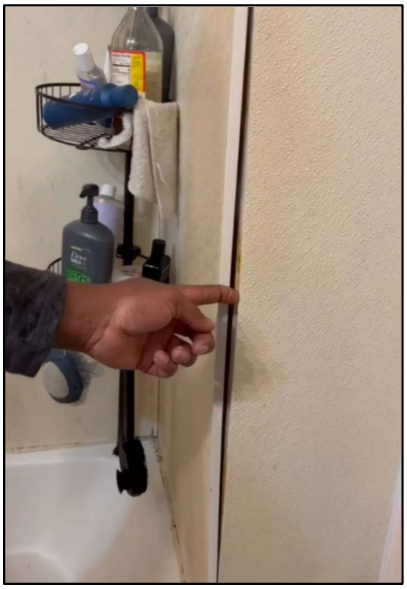


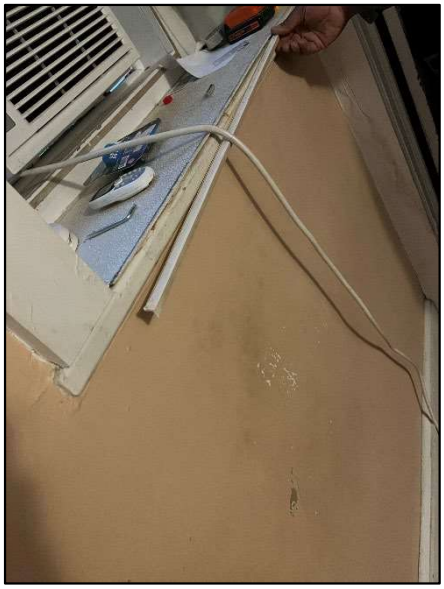




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

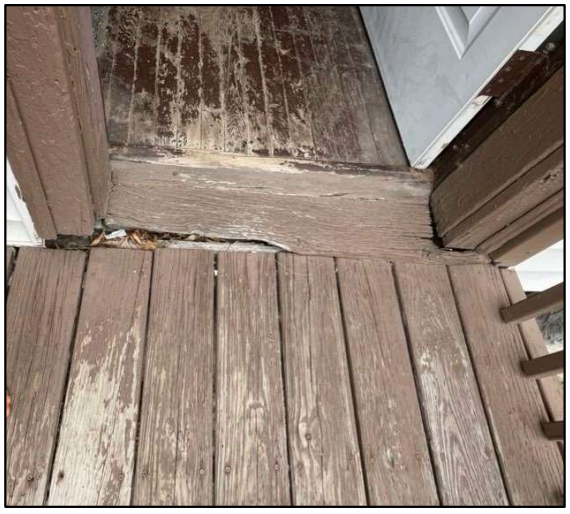
July 9, 2025 */s/ Vincent Cornell*

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

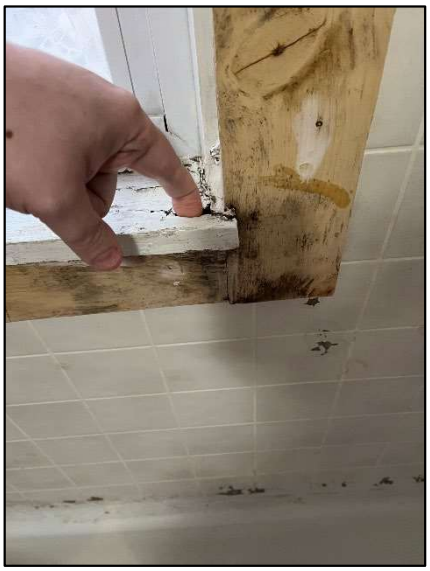
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





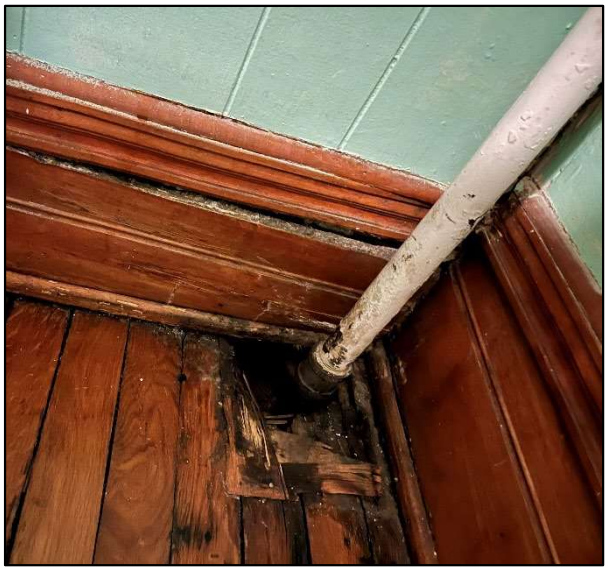
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

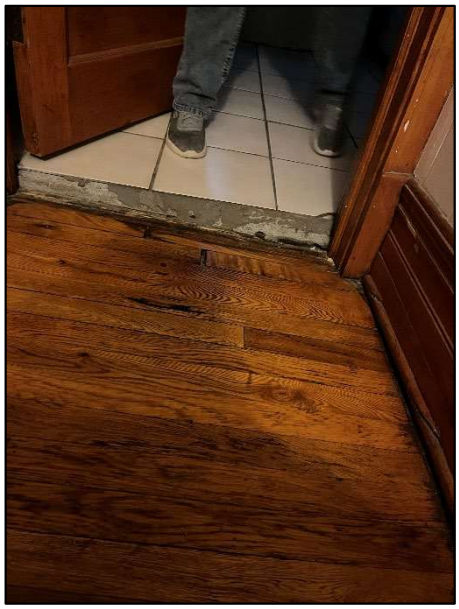






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





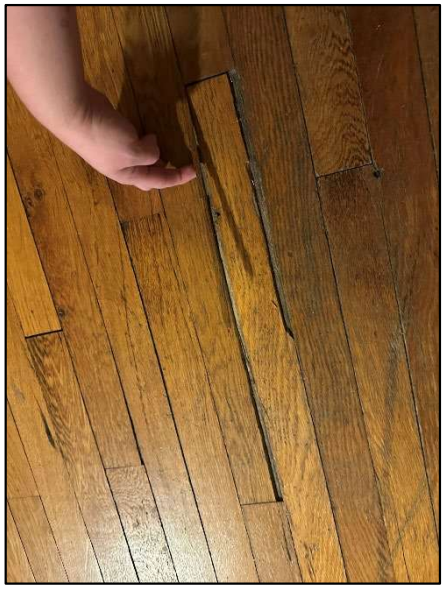








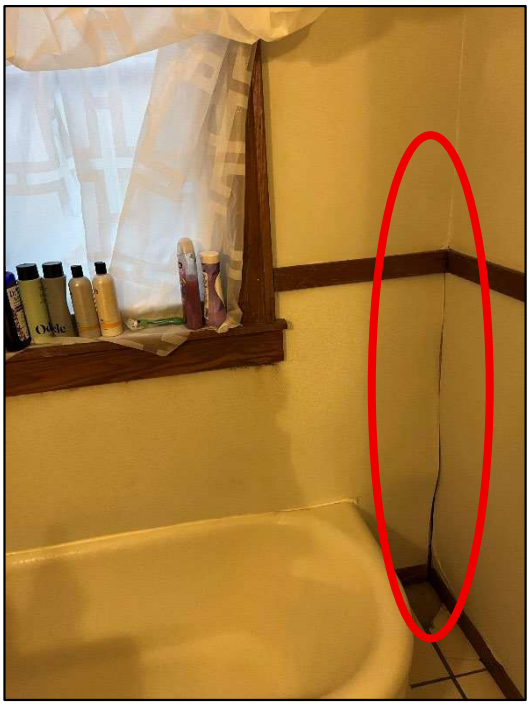




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

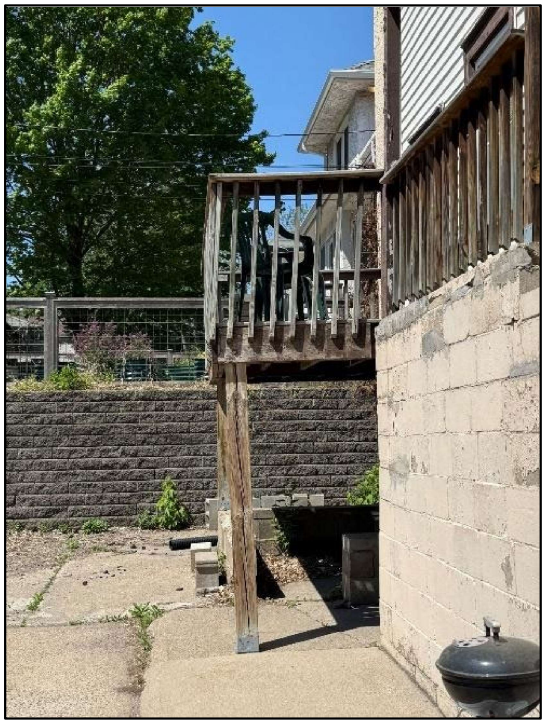
Kayla Simonson

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.

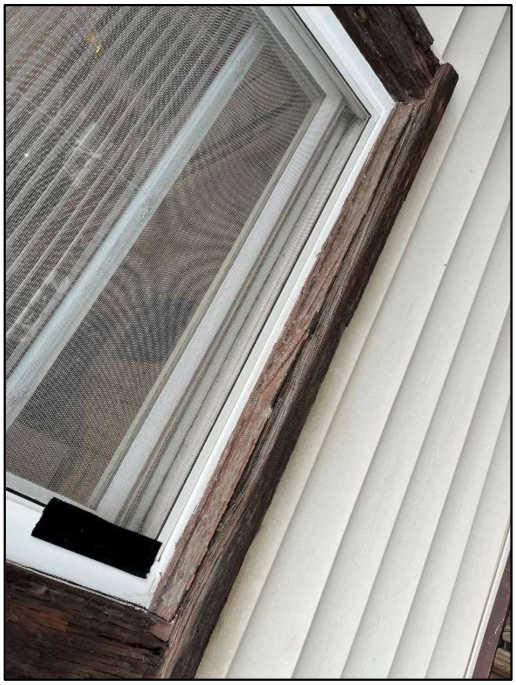
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

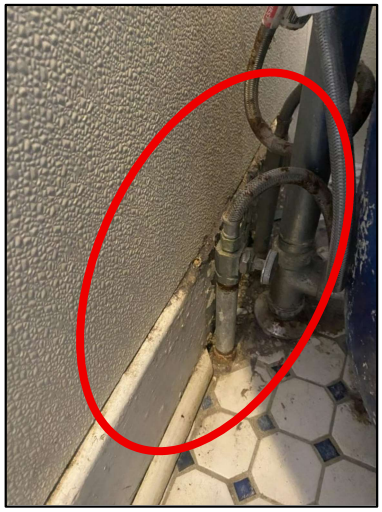
DECLARATION OF AUTUMN BUEL

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.

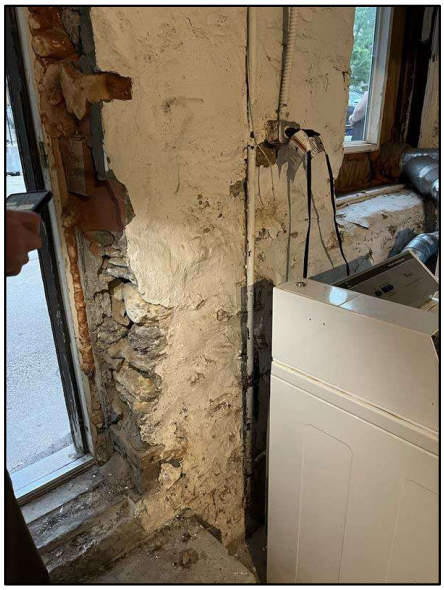
July 10, 2025 */s Autumn Buel*

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.



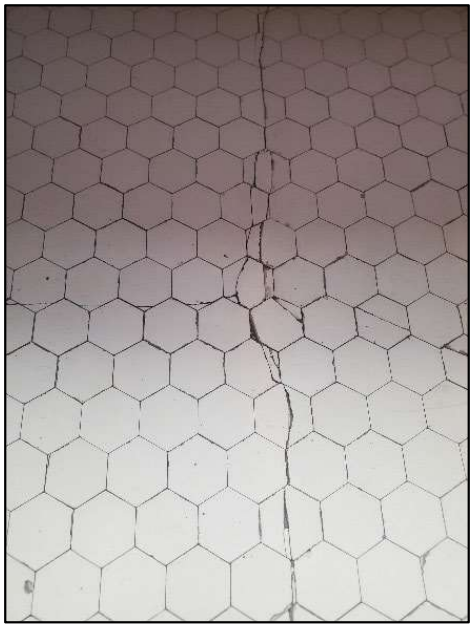
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





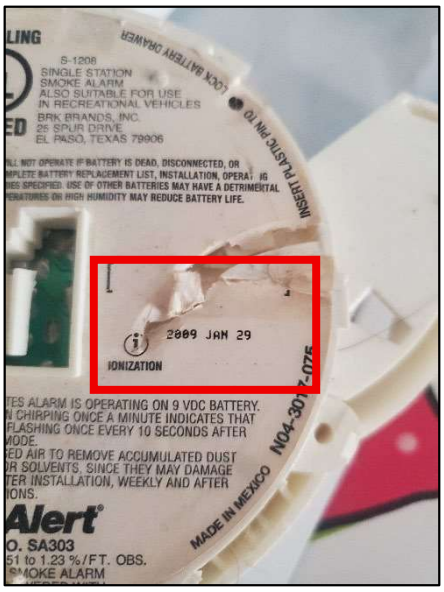








7. There is an expired smoke detector near one of our bedrooms.



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.

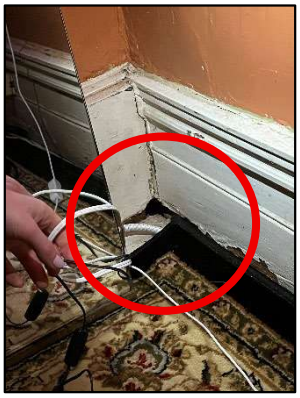




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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

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

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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

James W. Poradek (#0290488)
Abigail Hanson (#0402944)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

State of Minnesota **District Court**

County of:	Judicial District: _____ Court File Number: _____ 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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
Poradek: 0290488; Hanson: 0402944; Curran: 0506150 Minnesota Attorney License Number	Minnesota Attorney License Number

PLAINTIFF/PETITIONER, Self-represented

Name

Postal Address

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Plaintiff / Petitioner (first, middle, last)

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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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
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Name

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Postal Address

Saint Paul | MN | 55101
City | State | Zip Code

651-391-8393
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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.

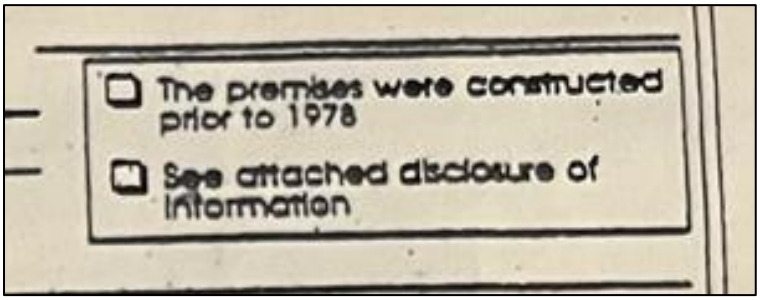
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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

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

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:
12/05/2024: Comply

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Closed: 12/05/24

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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

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August 14, 2025

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 * ***

1605

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 * *** 1606

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 * *** 1607

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 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



Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

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:**	For Discussion
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**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:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Ward - 1

Agenda Number: 31

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

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, 934, 938 and 942 Ashland Ave - LT to City Council - Appeal to a Rent Stabilization Determination at 934 938 942 Ashland Avenue 9-10-25

Contact Name: **Hearing Date:**

Entered by: janie.vang@ci.stpaul.mn.us **Ord Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/17/2025	Vang, Mai - FYI	Notified - FYI	
1	2	6/17/2025	Moermond, Marcia	Approve	6/19/2025
1	3	6/17/2025	Naylor, Racquel - FYI	Notified - FYI	
1	4	6/17/2025	Vang, Nhia - FYI	Notified - FYI	
1	5	6/17/2025	Wiese, Angie - FYI	Notified - FYI	
1	6	6/17/2025	Gorski, David - FYI	Notified - FYI	
1	7	6/17/2025	Sass, Demetrius - FYI	Notified - FYI	
1	8	6/17/2025	Ferkinhoff, Lynne - FYI	Notified - FYI	
1	9	6/17/2025	Skarda, Therese - FYI	Notified - FYI	
2	1	9/1/2025	Moermond, Marcia	Approve	8/25/2025
2	2	9/1/2025	Ward 1 - FYI	Notified - FYI	
2	3	9/3/2025	Anika Bowie	Approve	9/3/2025

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

2	City Council	09/10/2025	Laid Over	City Council	09/17/2025	Pass

Action Text: Public hearing closed and laid over to September 17, 2025

Yea: 7 Councilmember Noecker, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, Councilmember Johnson, and Councilmember Coleman

Nay: 0

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.

RENT IS BEING INCREASED

..Date of Determination
April 28, 2025

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

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 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**
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

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

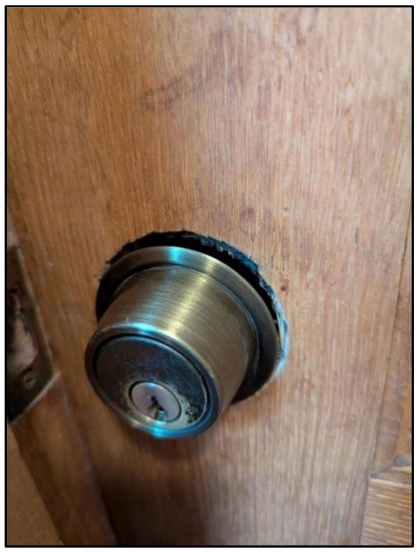
Samuel Perkins & Chloe Cable

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).

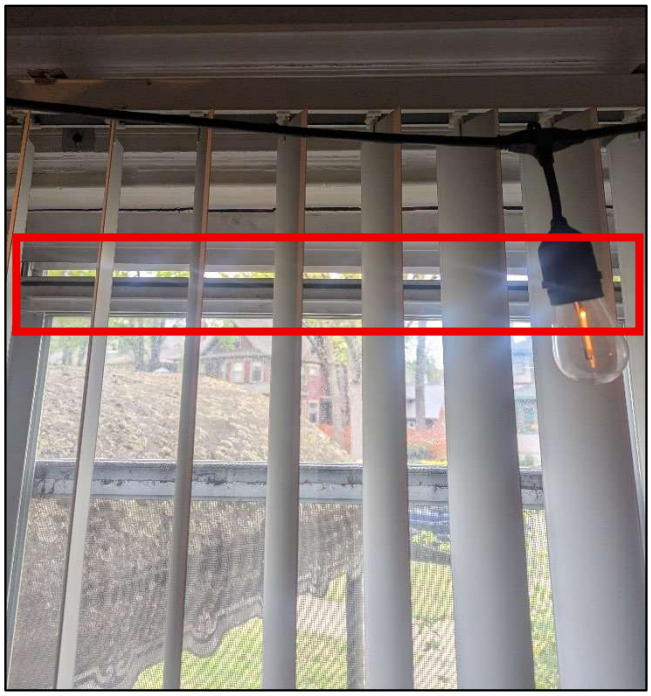


I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

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.

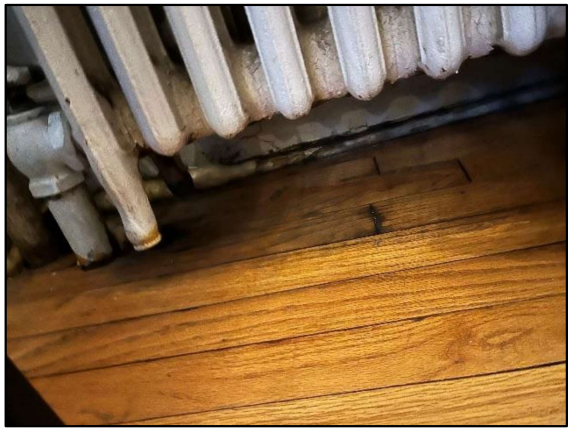
4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked 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

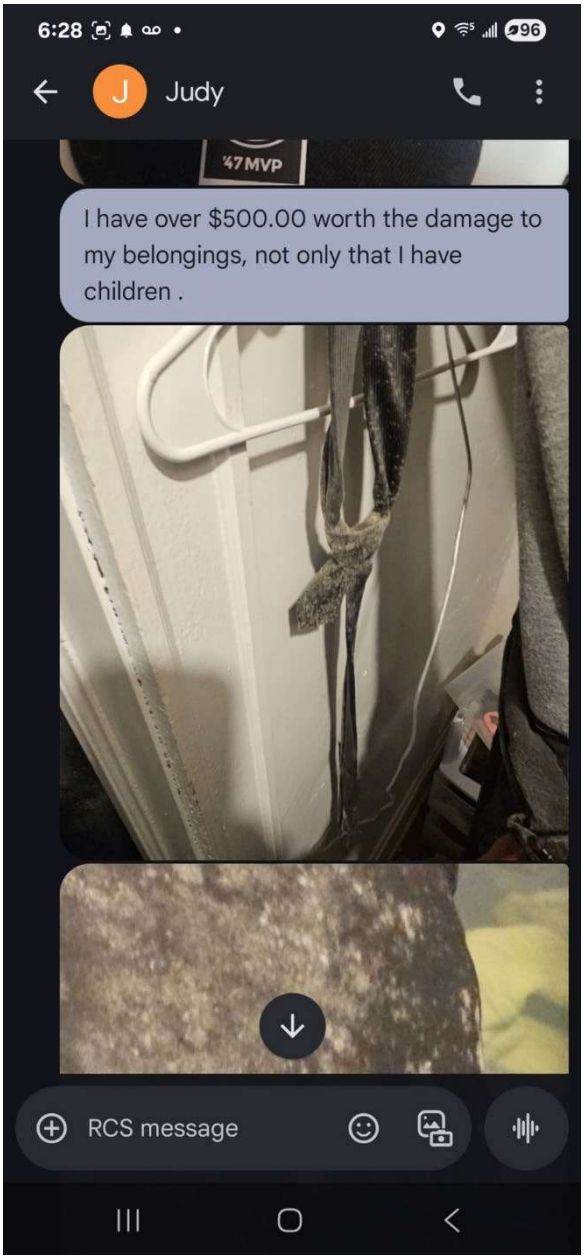


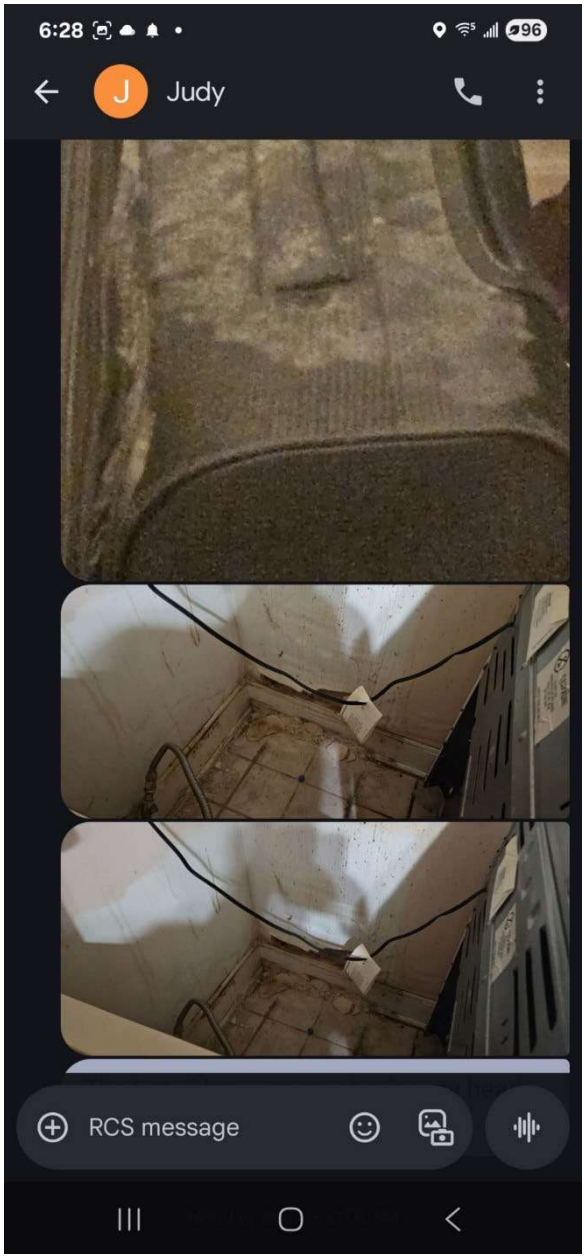
d



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.

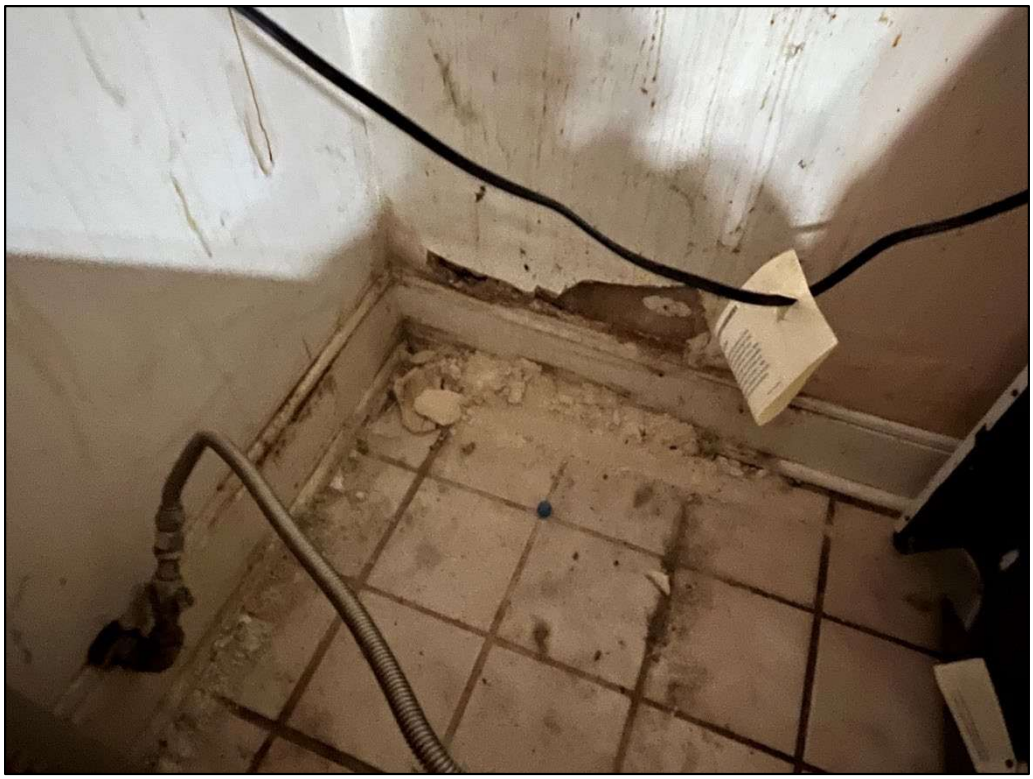

6:28
Judy
47MVP
I have over $500.00 worth the damage to my belongings, not only that I have children .
RCS message


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."











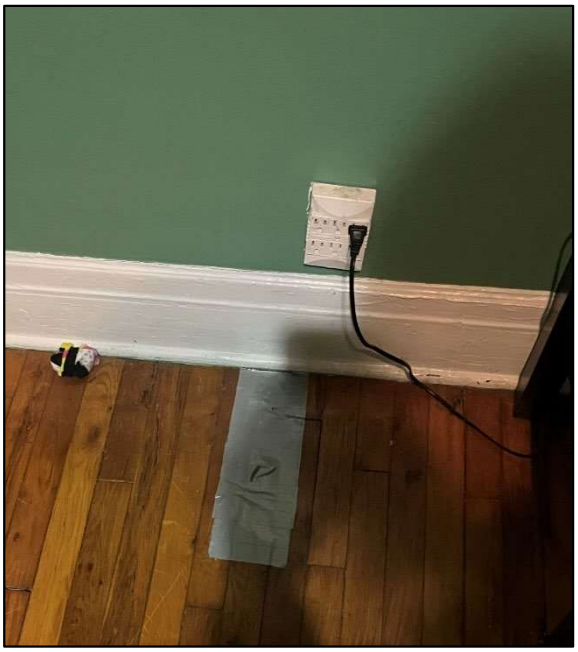


9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.







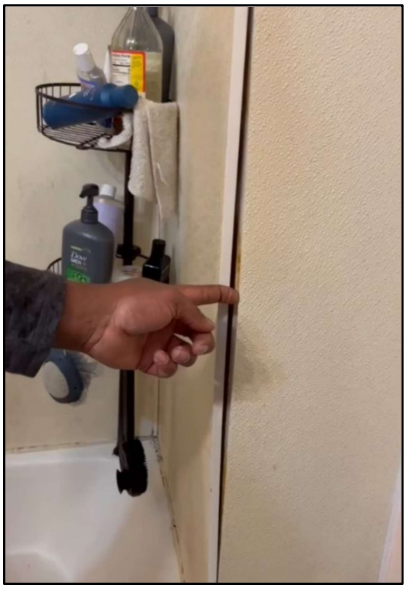


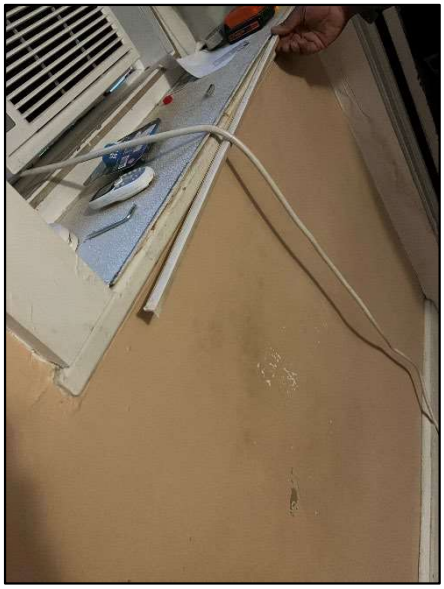




10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.







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.

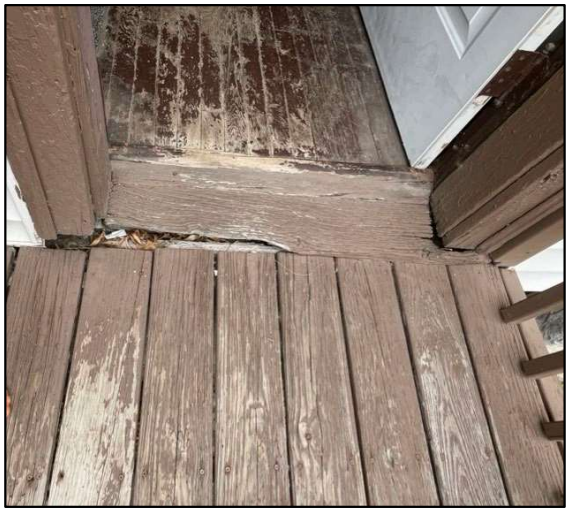
July 9, 2025 */s/ Vincent Cornell*

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

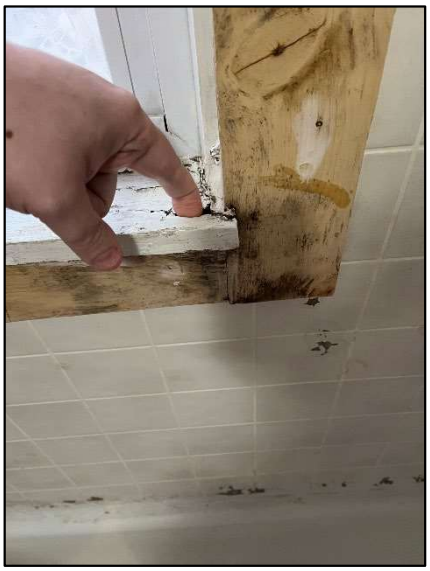
with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.







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.





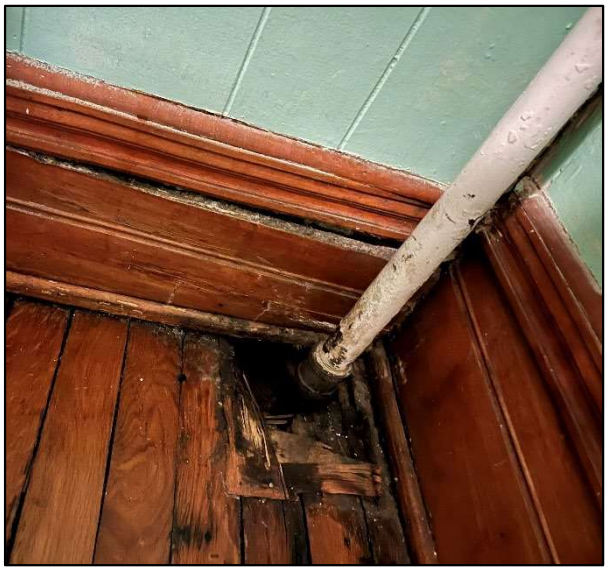
3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my 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.

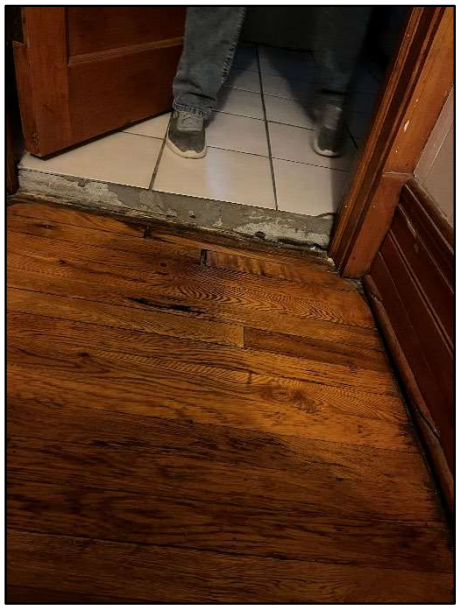






4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a "step" between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





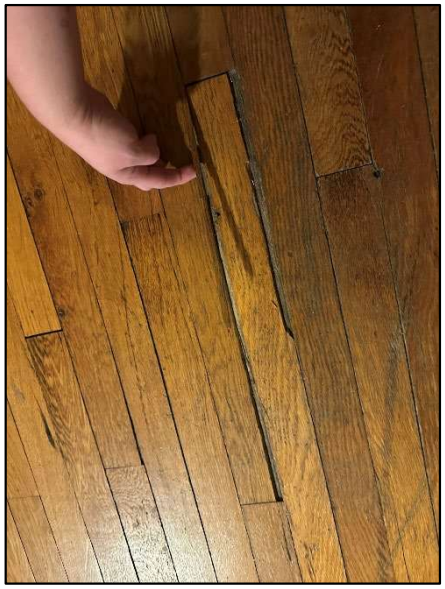








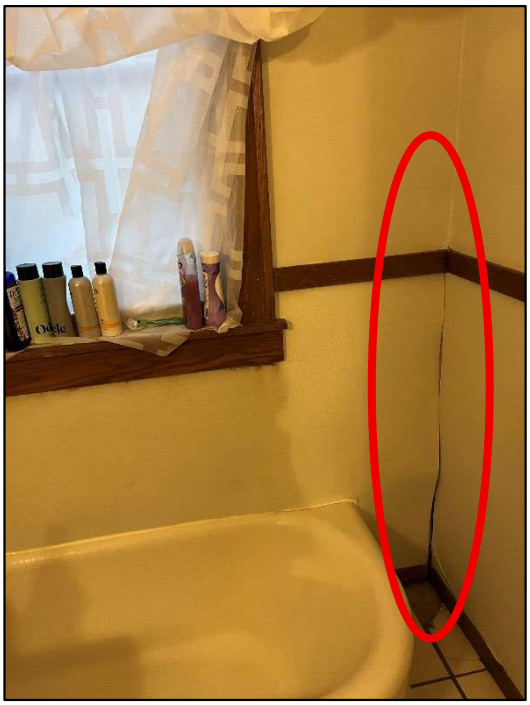




The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



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*

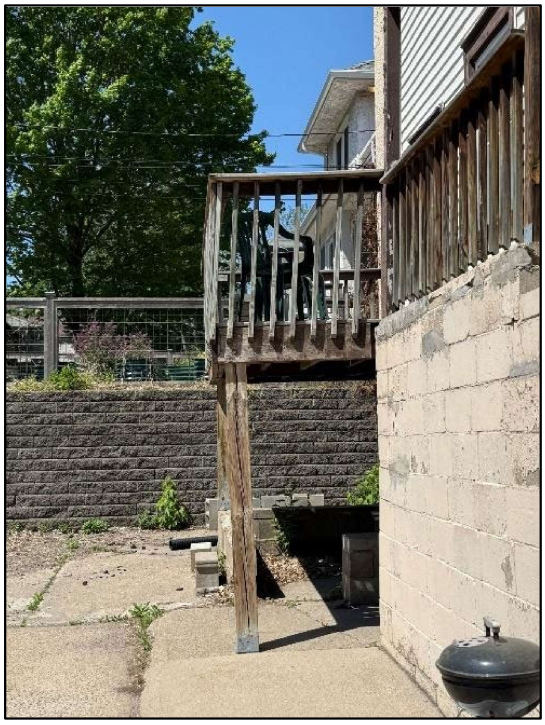
Kayla Simonson

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.

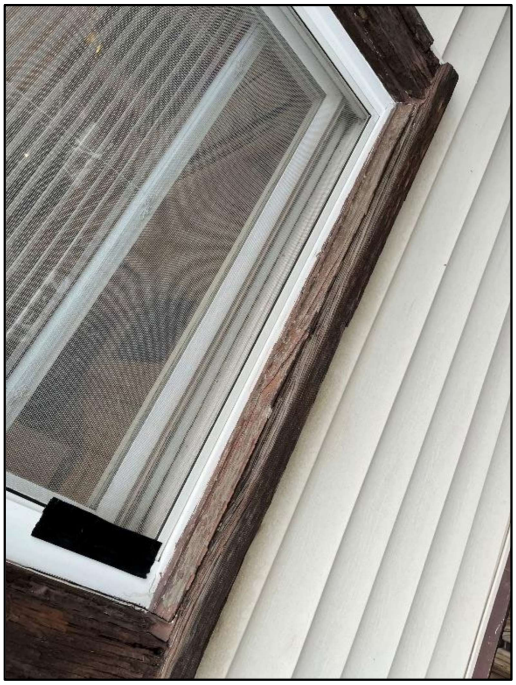
2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times 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

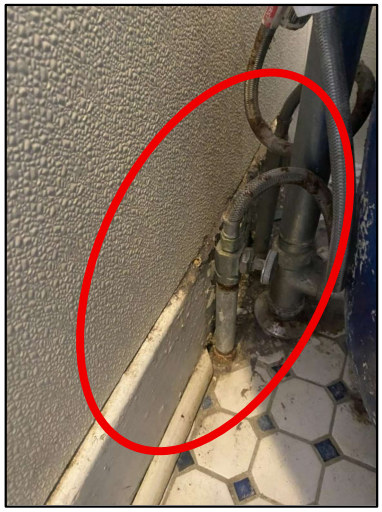
DECLARATION OF AUTUMN BUEL

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.



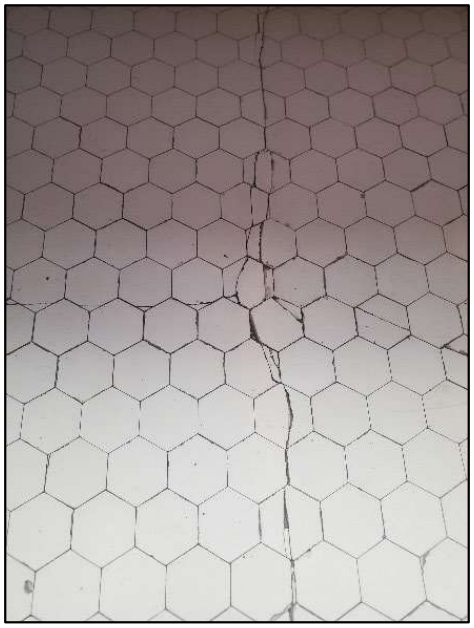
6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





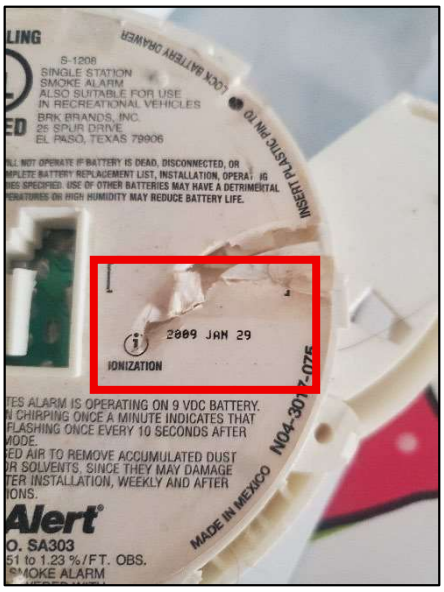








7. There is an expired smoke detector near one of our bedrooms.



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.

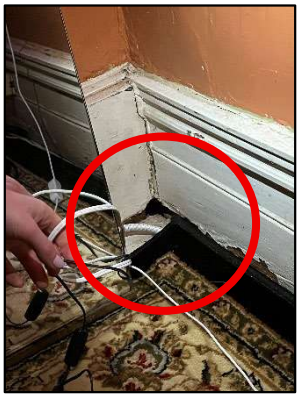




7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing 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

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

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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

James W. Poradek (#0290488)
Abigail Hanson (#0402944)
Emily Curran (#0506150)
Housing Justice Center
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
(651) 391-8393
jporadek@hjmcmn.org
ahanson@hjcmn.org
ecurran@hjcmn.org

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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 Name	Name
275 East 4th Street, Suite 590 Postal Address	Postal Address
Saint Paul / MN / 55101 City / State / Zip Code	City / State / Zip Code
651-391-8393 Telephone Number	Telephone Number
jporadek@hjcmn.org; ahanson@hjcmn.org; ecurran@hjcmn.org Email Address	Email Address
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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

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.

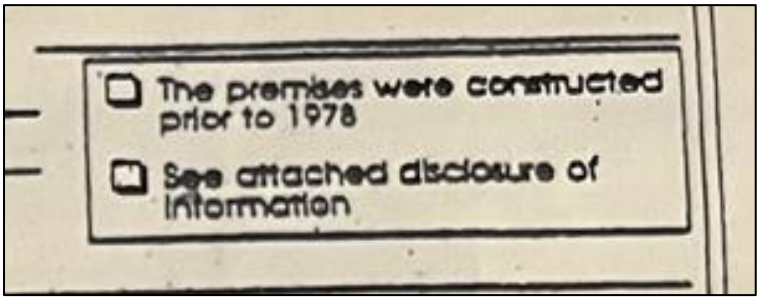
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any 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.

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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.

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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

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:
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 * ***

1850

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 * *** 1851

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 * *** 1852

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 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







Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 10, 2025

Via Email

Council President Rebecca Noecker — Ward2@ci.stpaul.mn.us
Councilmember Anika Bowie — Ward1@ci.stpaul.mn.us
Councilmember Saura Jost — Ward3@ci.stpaul.mn.us
Councilmember Molly Coleman — Ward4@ci.stpaul.mn.us
Councilmember HwaJeong Kim — Ward5@ci.stpaul.mn.us
Councilmember Nelsie Yang — Ward6@ci.stpaul.mn.us
Councilmember Cheniqua Johnson — Ward7@ci.stpaul.mn.us
Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Response to Appellants Attorneys' Letter of September 8, 2025 – Rent Stabilization Determination at 934 Ashland Avenue, 938 Ashland Avenue, and 942 Ashland Avenue

Dear Saint Paul Councilmembers:

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 respond and refute the key factual statements in correspondence from appellants attorneys, dated September 8, 2025. There are a number of erroneous statements that do not correctly reflect the current condition of the buildings and misrepresent the owner's intent to fully address any and all orders from the Department of Safety and Inspections (DSI).

Discussion

On page 1, in the table listing tenants and the approved rent increase, appellants attorneys list three tenants who have either moved or given notice of their intent to move. Specifically, Autumn Buell has moved out of Unit 10 and taken a new job out of state. She also texted Scott Day to state that his mother, Judith Day was a good landlord. Elanor Rowen has moved out of Unit 12. Kayla Simonson has given notice of her plan to move out of Unit 8 on October 31.

Perhaps the most egregious errors are in the deliberate misrepresentation of the state of the buildings. Over the last three months, my client has spent over $70,000 to address repairs to the building. Still, the attorneys for the appellants have provided Councilmembers outdated photos showing mold, broken windows and water intrusion that have either been fully addressed or in the process of being repaired.

Here is a quick summary of actions that the owner has taken in the last 30 days and has either completed or will complete within the next 30 days:

- All smoke detectors checked and in working condition in all three buildings.
- Outside window sills on the front side all three buildings are repaired or in the final stages of repair

934 Ashland Avenue

- Hanging eave post replaced.
- Unit 1 Deadbolt replaced. Windows repaired.
- Unit 2 Windows repaired.
- Unit 3 Mostly painted, one room scheduled. Windows repaired. New Blinds. Plumbing work on tub/shower done. New faucet in kitchen.
- Unit 4 Windows repaired.
- Unit 5 Hardwood floor repaired. Gap on floor sealed. Gap along window sealed. Per City inspectors request, plumbing under sink replaced.

938 Ashland Avenue

- New boiler in the process of being installed.
- Stairway and balcony completely repaired. Masonry work on foundation (rear corner) done.
- Unit 6 Ceramic floor repaired. Windows repaired.
- Unit 7 Windows repaired. Plumbing repairs.

942 Ashland Avenue

- Stairway and balcony completely repaired.
- Laundry Room wall with mold removed, replaced, and painted. All Laundry machines are repaired and now in working order. Masonry work on cracked wall at rear of building done.
- Unit 8 Windows repaired. Broken window from vandalism incident ordered.
- Unit 9 Windows repaired.
- Unit 10 Windows repaired. Broken windows from vandalism incident ordered. New blinds.
- Unit 11 Windows repaired.
- Unit 12 Windows repaired. Plumbing leak stopped.

Let me be clear, the owner takes seriously the obligations to repair and maintain these buildings. The remaining orders are minor in nature and mostly involve paint and window replacement. However, it is not productive or fair to misrepresent the state of these buildings or the owner's diligence in addressing concerns as they are identified by tenants.

I will remind Councilmembers that the hearing officer noted, on page 3 of her report, that "Appellants confirmed that they had not shared information evidencing potential code violations with DSI." In fact, no such notices were provided to owner prior to the rent stabilization application. This is a fact in the record.

In addition, the hearing office noted, on page 3 of her report, "Mr. Torstle's [appellants' expert] testimony failed to show that the units were in violation of the warranty of habitability." She also noted that Mr. Trostle "is not credentialed as a housing inspector, mold, asbestos or lead abatement professional, structural engineer, certified fire inspector or certified building official."

DSI has since inspected the buildings and provided a list of orders for each building which are relatively minor and are in the process of being addressed. The most significant order regarding the stairway and balcony at 942 Ashland Avenue has been completely addressed by the repair and replacement of the stairway and balcony.

Conclusion

On behalf of the applicant, we completely reject the habitability claims made by the appellants and the defamatory characterizations of the owner. City staff approved the rent increase and was affirmed by the hearing officer. 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. It is notable that the focus of appellants' attorneys has been on creating a trail of minor deficiencies, rather than focusing on the economic findings that are required by the City Code.

Again, we ask you to accept the findings of the hearing officer, deny the pending appeals and approve the rent increase request of Judith Day.

Thank you.

Sincerely,



William C. Griffith, for
Larkin Hoffman

Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

cc: Office of the Legislative Hearing Officer (via RentAppeals@ci.stpaul.mn.us)
Mr. Day (via email)

4913-5177-3032, v. 1

City of Saint Paul

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

Master

File Number: RLH TA 25-349

File ID:	RLH TA 25-349	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/23/2025
File Name:	1499 Albert St N			**Final Action:**	

Title: Deleting the Appealed Special Tax Assessment for property at 1499 ALBERT STREET NORTH. (File No. J2525R, Assessment No. 258565)

Notes: Lee Williams
lee.williams@state.mn.us
651-338-4892

7/23/25: packet sent. MV

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 4	**Agenda Number:**	32
Sponsors:	Privratsky	**Enactment Date:**	
Attachments:	1499 Albert St N.SA Ltr&photo 5-8-25.pdf, 1499 Albert St N.recheck photo 5-16-25.pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/23/2025	Vang, Mai	Approve	7/28/2025
2	1	9/1/2025	Moermond, Marcia	Approve	8/22/2025
2	2	9/3/2025	Molly Coleman	Approve	9/3/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025
Notes: *Delete the assessment.*

Lee Williams, owner, appeared via phone

[Moermond gives background of appeals process]

Staff report by Supervisor Lisa Martin: May 9, 2025 a Summary Abatement Order was issued to remove and dispose of a dryer from the driveway. May 16 compliance date. Rechecked May 16 and it was still there. May 21 the work crew went out and it was gone. Total assessment of $389. No returned mail and the only history was one garbage complaint in 2023 and 2024 and both were done by owner.

Williams: May 9th is a Friday. Is that automatically sent out?

Moermond: yes.

Williams: so probably received Monday or Tuesday. 4 days to remove after being notified. The 16th. In the meantime, you came out and took the photo and the letter. On the 7th I called the City trash to pick it up as I pay my taxes to do. The first was the 12th. The very next date was the 19th and that's the date they picked it up. Four days' notice to have something removed isn't reasonable. Then they came back 5 days later and there's nothing there and they're going to charge me $389? It doesn't make any sense.

Moermond: the day the crew was deployed was May 21st.

Williams: City garbage picked it up on the 19th, as requested on the 7th.

Moermond: you didn't call the inspector, which I think we can work with. I appreciate you did call in to have it picked up. Given that and that it was gone by the 21st I'm inclined to recommend deletion of this assessment. Can you commit moving forward if there's a timing issue give the inspector a call about the timing, then they won't make another trip.

Williams: absolutely. Marcia, what is your oversight of Department of Safety & Inspections?

Moermond: nothing, I have no oversight. I'm a different branch of government.

Williams: ok, I have a neighbor calling me in I think. I find Department of Safety & Inspections somewhat onerous. Four days isn't adequate. I work with Department of Safety & Inspections regularly with MNDot.

Moermond: and in the future there's a garage a few feet away to put it inside. And as you probably know, we can't tell you who is complaining due to the State data practices law.

Williams: understand, I work in the right-of-way office with MNDot, I am aware.

Text of Legislative File RLH TA 25-349

Deleting the Appealed Special Tax Assessment for property at 1499 ALBERT STREET NORTH. (File No. J2525R, Assessment No. 258565)

..Hearing Date(s)
Date of LH: 8/5/25
Time of LH: 9AM
Date of CPH: 9/17/25

Cost: $225
Service Charge: $164
Total Assessment: $389
Name of Property Owner/Representative of Management Co.: Lee Williams
Type of Order/Fee: SAO by R. Kedrowski
Nuisance: To remove/dispose dryer from driveway area
Date of Orders: 05/09/25

Compliance Date: 05/16/25
Re-Check Date: 05/16/25
Date Work Done: 05/21/25 - done by owner
Work Order #: 25-034122
Returned Mail?: No
Comments: Owner stated dryer was arranged to pick up by PW. it was picked up on the 19th.
History of Orders on Property: 11/5/24-garbage (abated), 7/19/23-garbage (abated)

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 service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565) 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.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031772

SUMMARY ABATEMENT ORDER

OCCUPANT
1499 ALBERT ST N
ST PAUL MN 55108-2301

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 1499 ALBERT ST N: 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 THE DRYER FROM THE DRIVEWAY AREA. THANK YOU.
Comply before May 16, 2025

Comply before: May 16, 2025

Questions: Call your Inspector Richard Kedrowski

Phone Number: 651-266-9141

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before May 16, 2025, 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 $450 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:

Lee A Williams/Marilyn Fairchild 1499 Albert St N St Paul MN 55108-2301

Lee A Williams 1499 Albert St N St Paul MN 55108-2301Lee

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031772

SUMMARY ABATEMENT ORDER

LEE A WILLIAMS
1499 ALBERT ST N
ST PAUL MN 55108-2301

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.

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Comply before May 16, 2025

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Photo may not show all areas which need to be abated



Also send to:

sa.rpt 9/1

Lee A Williams/Marilyn Fairchild 1499 Albert St N St Paul MN 55108-2301

Lee A Williams 1499 Albert St N St Paul MN 55108-2301Occ

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031772

SUMMARY ABATEMENT ORDER

LEE A WILLIAMS
1499 ALBERT ST N
ST PAUL MN 55108-2301

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Comply before May 16, 2025

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Also send to:

Lee A Williams/Marilyn Fairchild 1499 Albert St N St Paul MN 55108-2301

Lee A Williams/Marilyn E Fairchild 1499 Albert St N St Paul

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031772

SUMMARY ABATEMENT ORDER

LEE A WILLIAMS
1499 ALBERT ST N
ST PAUL MN 55108-2301

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 1499 ALBERT ST N: 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 THE DRYER FROM THE DRIVEWAY AREA. THANK YOU.
Comply before May 16, 2025

Comply before: May 16, 2025

Questions: Call your Inspector Richard Kedrowski

Phone Number: 651-266-9141

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before May 16, 2025, 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 $450 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:

sa.rpt 9/1

Lee A Williams 1499 Albert St N St Paul MN 55108-2301 Lee A Williams/Marilyn E Fairchild 1499 Albert St N St Paul MN 55108-2301O

1499 Albert St N.recheck photo 5-16-25



City of Saint Paul

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

Master

File Number: RLH TA 25-294

File ID:	RLH TA 25-294	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	3	**Contact Number:**	2668515	**In Control:**	City Council
Department:	Legislative Hearings	**Cost:**		**File Created:**	06/18/2025
File Name:	427 Aurora Ave			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 427 AURORA AVENUE. (File No. J2522R4, Assessment No. 258582) (Public hearing continued to August 6, 2025)

Notes: Hue Tran
jimbanz432@proton.me
651-387-0336

packet sent 6/18 at 9:02 am - JZ

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Ward - 1; Special Tax Assessments	**Agenda Number:**	33
Sponsors:	Bowie	**Enactment Date:**	
Attachments:	427 Aurora Ave.SAO.3-19-25, 427 Aurora Ave.recheck photo.3-26-25, 427 Aurora Ave.contractor photos.4-7-25, 427 Aurora Ave.Zimny email chain.6-18-25, 427 Aurora Ave.STAMP inquiry 7-21-25.pdf, 427 Aurora Ave.Vendor Invoice Abatements.pdf, 427 Aurora Ave.Zimny email.7-30-25	**Financials Included?:**	
Contact Name:	JZ	**Hearing Date:**	
Entered by:	joanna.zimny@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/18/2025	Vang, Mai	Approve	6/23/2025
2	1	7/16/2025	Moermond, Marcia	Approve	7/17/2025
2	2	7/16/2025	Ward 1 - FYI	Notified - FYI	
2	3	7/16/2025	Anika Bowie	Approve	7/18/2025
3	1	7/23/2025	Moermond, Marcia	Approve	7/24/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	07/08/2025	Referred	City Council	07/23/2025		

Action Text: Referred to the City Council due back on 7/23/2025

Notes: *Continue to LH July 22, 2025 at 9 am (unable to reach PO). CPH 7/23.*

Moermond: we have an appeal, and haven't called the person yet. I had staff send an email to Department of Safety & Inspections because in reviewing the photos it wasn't clear to me very much work was actually done at the property so I was wondering what exactly led to the $505 charge. I can see loose and scattered debris in the recheck photos. The photos were taken April 8 and it wasn't clear what the charge were for.

Voicemail left at 9:54 am: this is Marcia Moermond from St. Paul City Council calling Hue Tran for an appealed tax assessment for a cleanup at your property [call disconnected].

Voicemail left at 10:33 am: this is Marcia Moermond from St. Paul City Council calling you again about your appeal. We'll continue this case to July 22 and hopefully we can get in touch. This would be the second hearing we've scheduled so hopefully we can connect.

2	Legislative Hearings	07/22/2025	Referred	City Council	07/23/2025		

Action Text: Referred to the City Council due back on 7/23/2025

Notes: *Approve the assessment. Continue CPH to August 6, 2025.*

Hue Tran, owner, appeared via phone
Tan Yan Kim, Vietnamese interpreter, appeared

Moermond: I was looking for an invoice because the photos didn't look too bad in my assessment. I didn't see work that would have got to a $669 assessment. I do see an hour billed out for the cleanup.

[Hue Tran called into hearing]

[Moermond gives background of appeals process]

Tran: as a reviewed the email you sent me with photos, the photos weren't of my property.

Moermond: what property DO you own in that neighborhood?

Tran: the address is 432 University Avenue.

Moermond: this is a parking lot area and I show the owner as Hue Tran at an address in Woodbury.

Tran: that is the correct name.

Moermond: the orders were for these vacant lot areas.

Tran: the building next to it, the address is also 427.

Moermond: do you own the parking lot?

Tran: yes, I own the parking lot.

Moermond: Ms. Martin, the address of 427? How did inspectors come up with that as the address?

Martin: when you pull it up under "0" address, it shows 427 Aurora and 429 Aurora, which are the parking lots.

Moermond: when investigating the empty lot that is the address the City has for it.

Tran: when I received the photos they are the parking lot of that building.

Moermond: the buildings are all located along University, and each of the buildings has a lot on the other side of the alley behind them, it is all parking. We're only talking about the parking lot associated

with YOUR University Avenue business.

[further appeal options and interpretation/translation option discussed]

Staff report by Supervisor Lisa Martin: March 19, 2025 we issued the Summary Abatement Order to clean up the property. The compliance date was March 26, 2025. No appeal filed nor returned mail. Total assessment for the cleanup is $669.

Moermond: were orders issued for just her portion of the parking lot, or the entire length of the sidewalk?

Martin: the other parking lot at 429 Aurora had orders issued as well.

Moermond: that would be the corner of Aurora and Arundel. Why are you appealing today?

Tran: because it was so cold in March, by April I was the one who went to clean up every 2 weeks. I didn't see the City come out and clean up.

Moermond: did you receive the photos and packet sent by Joanna Zimny?

Tran: I did receive that but I didn't receive the mail.

Moermond: it was sent to Woodbury.

Tran: I didn't check the mail. If I did receive it with that amount I wouldn't have let it happen. That is a large amount. In April I'm the one that cleaned up all the trash.

Moermond: I have photos from the contractor showing it was a mess when they got there and clean when they left.

Tran: I don't remember the day or month, but I remember in April I came down to the property and cleaned up all the trash.

Moermond: it must have been different trash because when the crew arrived April 7 it was a mess and when they left it was cleaned up.

Tran: there are homeless people that use my parking lot to stay. The City wasn't able to do anything and there is also a bar and they drink and throw cans over to the parking lot.

Moermond: I don't understand how that makes a difference in who should rake up the branches and the plastic bags and cans. It is still your property.

Tran: I didn't see the City clean it up on my behalf, and now you charge me a lot of money.

Moermond: we sent you photos, you don't have to be present to witness the cleanup. You did receive an order in the mail, you said you may or may not have opened it.

Martin: the City shows there was an unsheltered large encampment on the southeast corner of the property on Aurora. The City crew did pick up some mattresses, bedding, clothing, bags and other miscellaneous items that they didn't charge the property owner for.

Tran: what kind of cleanup did you do that you charge me almost $700? Around that time, it was still cold but when the weather was wormer I went to the property and cleaned it myself.

Moermond: I appreciate that but we live in Minnesota and we have to keep our property clean all 12 months of the year. I am going to recommend this assessment is approved, you are more than welcome to appeal further at Council.

This is our third attempt to have this conversation, June 17, July 8, and today. Your Council Public Hearing is scheduled tomorrow, I will ask them to continue this to August 6 in case you want to talk to them. Then we will have notice to get an interpreter for you. Please let us know by August 1, so we can schedule an interpreter for August 6.

Tran: one question, on August 6 if I come to City Hall will there be a charge for me to pay? The almost $700?

Moermond: there is no charge to talk to City Council.

Tran: I would like to come to Council August 6.

Moermond: we will send an email to confirm, would you want that to be in English, Vietnamese or both?

Tran: both. My brother will read.

Moermond: we'll go ahead and order an interpreter now for August 6.

2	City Council	07/23/2025	Continue Public Hearing	City Council	08/06/2025	
	Action Text:	Amended and public hearing continued to August 6, 2025				
3	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 three weeks.*				

Hue Tran, property owner, appeared in person and spoke through a Vietnamese interpreter

Marcia Moermond, Legislative Hearing Officer: This is an assessment for a property cleanup stemming from a homeless encampment. The City removed the larger items like tents but issued a summary abatement order for the smaller things left behind like trash. The order was issued on March 19, 2025. Cleanup was not done by the compliance date of March 26, and a work order was put in which was done on April 7. The cost is for 1 hour of work, plus a charge for the materials a service charged. The total is $669.

Hue Tran: I want to state the correct address, which is 427 Aurora Ave. The letter I received on March 19 included a photo that was not of my property. There are two more photos. One is of my property, but the other is owned by a liquor store. This photo should not be under my name. This cleanup should not be charged to me. The homeless people behind the property made more trash for me to clean up. I was told messages were left for me, but I did not receive them. My property is my responsibility to clean up, but those pictures are not my property. If you include it all together, I will not pay. I will only pay for my portion.

Councilmember Kim moved to continue the public hearing to August 27.

Moermond: That was what Councilmember Bowie wished for, which was communicated through her legislative aide. I can also provide follow-up information to things that were said today.

Councilmember Johnson: Are we able to confirm the property lines?

Moermond: Yes. We reviewed that in Legislative Hearing using aerial maps and I want you to have that info before you make a decision.

Yea:	5	Councilmember Yang, Councilmember Kim, Councilmember Jost, Councilmember Johnson, and Councilmember Privratsky
Nay:	0	
Absent:	2	Councilmember Noecker, and Councilmember Bowie

3	City Council	08/27/2025	Continue Public Hearing	City Council	09/17/2025	
	Action Text:	Public hearing continued to September 17, 2025				

Text of Legislative File RLH TA 25-294

Ratifying the Appealed Special Tax Assessment for property at 427 AURORA AVENUE. (File

No. J2522R4, Assessment No. 258582) (Public hearing continued to August 6, 2025)

..Hearing Date(s)
Date of LH: 7/8 (missed 6/17)
Time of LH: 9 am
Date of CPH: 7/23

Cost: $505
Service Charge: $164
Total Assessment: $669
Name of Property Owner/Representative of Management Co.: Hue Tran
Type of Order/Fee: Rubbish & Garbage Clean Up 04/02/25-04/11/25
Nuisance: SAO sent for: PLEASE REMOVE AND PROPERLY DISPOSE OF ALL SCATTERED TRASH AND MISCELLANEOUS DEBRIS FROM THE SOUTH SIDE OF THE PROPERTY BETWEEN THE SIDEWALK AND THE PARKING AREA
Date of Orders: 3-19-25
Compliance Date: 3-26-25
Re-Check Date: 3/26/25. Found scattered trash and miscellaneous. Debris has not been removed from the south side of the vacant lot/parking lot. Photos taken. Work order sent.-Kedrowski
Date Work Done: 4-7-2025 -Work Order completed by DSI Contractor. SW
Work Order #: 25-021092
Returned Mail?: no. Orders sent to occupant & Hue Tran 8556 Savanna Oaks Lane, Woodbury.
Comments: PO May SUBMIT STATEMENT in lieu of attending.
DSI General Refuse (cu. yds.) Fee : $55.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025
Code Enforcement Fee: $124.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025
DSI Garbage Abatement Fee: $450.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025
History of Orders on Property: 1/7/25 Unsheltered: Large encampment on S/E corner of private property, under trees on Aurora Ave. Mattress, bedding, clothing, bags and other misc. items. Close - Crew picked up a mattress and a small amount of trash. BG.
5-6-24 TG&W that was found in compliance upon inspection. Then nothing until 2019.

AMENDED 7/23/25

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 April 2 to 11, 2025. (File No. J2522R4, Assessment No. 258582) 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 payable in one installment ~~forthcoming, pending July 22, 2025 Legislative Hearing~~.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

March 19, 2025

25 - 018865

SUMMARY ABATEMENT ORDER

OCCUPANT
427 AURORA AVE
ST PAUL MN 55103

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 427 AURORA 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 SCATTERED TRASH AND MISCELLANEOUS DEBRIS FROM THE SOUTH SIDE OF THE PROPERTY BETWEEN THE SIDEWALK AND THE PARKING AREA. THANK YOU. Comply before March 26, 2025

Comply before: March 26, 2025

Questions: Call your Inspector Richard Kedrowski

Phone Number: 651-266-9141

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before March 26, 2025, 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 $450 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:

Hue Ngoc Tran 8556 Savanna Oaks Ln Woodbury MN 55125-9611

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

March 19, 2025

25 - 018865

SUMMARY ABATEMENT ORDER

HUE NGOC TRAN
8556 SAVANNA OAKS LN
WOODBURY MN 55125-9611

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.

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Phone Number: 651-266-9141

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Photo may not show all areas which need to be abated



Also send to:

Occupant

sa.rpt 9/1

427 AURORA AVE

RECHECK PHOTO TAKEN 3-26-25



Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
Folder Name:	**427 AURORA AVE**	**Survey Info:**	
PIN:	**362923310012**		



Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
Folder Name:	**427 AURORA AVE**	**Survey Info:**	
PIN:	**362923310012**		



Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
Folder Name:	**427 AURORA AVE**	**Survey Info:**	
PIN:	**362923310012**		



Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
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Date:	**April 08, 2025**	**HP District:**	
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Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
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Date:	**April 08, 2025**	**HP District:**	
File #:	**25 - 021092**	**Property Name:**	
Folder Name:	**427 AURORA AVE**	**Survey Info:**	
PIN:	**362923310012**		



From: *CI-StPaul_LegislativeHearings
To: *CI-StPaul_LegislativeHearings; "jimbanz432"
Subject: RE: assessment hearing
Date: Wednesday, June 18, 2025 9:02:00 AM
Attachments: 427 Aurora Ave.SAO.3-19-25.pdf
image001.png
427 Aurora Ave.recheck photo.3-26-25.pdf
427 Aurora Ave.contractor photos.4-7-25.pdf

Mr. Tran,

I've put together a file, and the documents attached are related to your hearing. Again, I've rescheduled this to July 8 via phone between 9 and 11 am. We will call you into the hearing at (651)387-0336. Please confirm whether you can/wish to attend this hearing, otherwise per my email below you are welcome to review the attached documents and reply with any testimony you'd like considered at that hearing and we will follow up afterwards with the recommendation from July 8.

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: *CI-StPaul_LegislativeHearings
Sent: Tuesday, June 17, 2025 1:43 PM
To: 'jimbanz432' <jimbanz432@proton.me>
Cc: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
Subject: RE: assessment hearing

Good afternoon,

Who did you speak with? We don't have record of any appeals for you on today's agenda. With a little digging I am assuming that this is regarding 427 Aurora? Please always include your property address in the future.

We would be happy to put together a file and reschedule this to July 8th via phone between 9 and 11 am. If you are unable to attend you are welcome to submit your testimony in writing to be reviewed by the Legislative Hearing officer.

Please let me know how you wish to proceed.

Thanks,
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: jimbanz432 <jimbanz432@proton.me>
Sent: Tuesday, June 17, 2025 9:32 AM
To: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
Subject: assessment hearing

You don't often get email from jimbanz432@proton.me. Learn why this is important

Hue Tran
file J2522R
Assessment# 258555
I had requested to be put on for a hearing for a property assessment for $669.00.
I cleaned up the property myself. The trash and litter filled half of my pick up truck. Almost every week I pick up several garbage bags of other peoples garbage. most of this trash comes from the liquor store next door. We also have a recurring problem with homeless people, mostly men setting up camp and trashing the property, not to mention defecating around the property. I will not be available to attend this hearing today. I had to travel to Japan this morning after hearing of the impending death of my niece in Japan.
Hue Tran
8556 Savanna oaks lane
Woodbury MN 55125
(651)387-0336

Sent with Proton Mail secure email.

STAMP - Activity Detail

New Search Help using this report

427 Aurora Ave

Click here to access other applications using this address - GISmo, MapIT, and Ramsey County Info

Run Date: 07/21/25 11:51 AM
Folder ID#: **25 021092** **In Date:** 03/27/25 **Issued Date:**
Status: Assessed **Closed:** 04/15/25
Type: PA - Parks Summary Abatement - Garbage Rubbish
Reference#: 25 021092

Description:
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 SCATTERED TRASH AND MISCELLANEOUS DEBRIS FROM THE SOUTH SIDE OF THE PROPERTY BETWEEN THE SIDEWALK AND THE PARKING AREA. THANK YOU.

Comment:
03/27/2025 : Work Order Printed 03/27/2025

Document:
CE Photo Document: - Generated: 04/08/2025 - Sent: 04/08/2025
Batch PDF: DSIWO Document - Generated: 03/27/2025 - Sent: 03/27/2025

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

People:
Owner:
Hue Ngoc Tran
8556 Savanna Oaks Ln
Woodbury MN 55125-9611

Property:
427 AURORA AVE, PIN: 362923310012

Info Value:
Work Done Date: Apr 07, 2025
Garbage Abatement Hrs: 1
General Refuse (cu. yds.): 1

Fee:
DSI General Refuse (cu. yds.) Fee : $55.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025
Code Enforcement Fee: $124.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025
DSI Garbage Abatement Fee: $450.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 04/15/2025

Parks SA

Assigned To: DSI Summarry Abatement Group

Closed: 04/14/25

Result:
04/14/2025: * Confirm by Insp - Sean Westenhofer - 4-7-2025 -Work Order completed by DSI Contractor. SW

INVOICE

Kamish Excavating, Inc.

1301 So. Concord Street
South St. Paul, MN 55075
Phone: 651-457-3600

DATE: April 9, 2025
INVOICE # 25-530
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
4/7/2025	Garbage / Brush Abatement Fee's	Hours	
400 Western Ave N	Property Cleanup	3.5	$ 1,575.00
	MSW Disposal	16 CY	$ 880.00
	Tree / Brush Disposal	6 CY	$ 330.00
	Mattresses	3	$ 105.00
	Refridgerator	1	$ 50.00
222 Frank Street	Property Cleanup	0.5	$ 225.00
	MSW Disposal	1 CY	$ 55.00
666 Geranium Ave E	Property Cleanup	0.5	$ 225.00
	MSW Disposal	1 CY	$ 55.00
	Mattresses	1	$ 35.00
872 Rondo Ave	Property Cleanup	0.5	$ 225.00
	MSW Disposal	1 CY	$ 55.00
811 Van Buren Ave	Property Cleanup	0.5	$ 225.00
	MSW Disposal	1 CY	$ 55.00
519 Edmund Ave	Trip Charge / Completed by Owner	0.5	$ 225.00
968 Sherburne Ave	Trip Charge / Completed by Owner	0.5	$ 225.00
427 Aurora Ave	Property Cleanup	1	$ 450.00
	MSW Disposal	1 CY	$ 55.00
429 Aurora Ave	Property Cleanup	0.5	$ 225.00
	MSW Disposal	1 CY	$ 55.00
		TOTAL	$ 5,330.00

THANK YOU FOR YOUR BUSINESS!

From:	*CI-StPaul_LegislativeHearings
To:	"jimbanz432"
Cc:	*CI-StPaul_LegislativeHearings
Subject:	RE: assessment hearing
Date:	Wednesday, July 30, 2025 3:25:00 PM
Attachments:	image001.png
Importance:	High

Good afternoon,

This email is to confirm that at your Legislative Hearing on July 22, 2025 Legislative Hearing officer Marcia Moermond recommended your appealed tax assessment for 427 AURORA AVENUE. (File No. J2522R, Assessment No. 258555) (Public hearing continued to August 6, 2025) **be approved.**

Your Council Public Hearing is scheduled on **Wednesday, August 6, 2025 at 3:30 pm. in room 300 City Hall.** You have indicated you will be contesting this recommendation. We have an interpreter scheduled to attend; please
appear in person (*please arrive before 3:30 p.m. and check in with staff outside Council chambers when you arrive*).

Thank you,
Joanna

Chào buổi chiều,

Email này xác nhận rằng tại Phiên điều trần Lập pháp của quý vị vào ngày 22 tháng 7 năm 2025, viên chức Phiên điều trần Lập pháp Marcia Moermond đã đề nghị chấp thuận mức đánh giá thuế kháng cáo của quý vị đối với địa chỉ 427 AURORA AVENUE. (Số hồ sơ: J2522R, Số đánh giá: 258555) (Phiên điều trần công khai tiếp tục đến ngày 6 tháng 8 năm 2025).

Phiên điều trần Công khai của Hội đồng của quý vị được lên lịch vào Thứ Tư, ngày 6 tháng 8 năm 2025 lúc 3:30 chiều tại phòng 300 Tòa thị chính. Quý vị đã cho biết quý vị sẽ phản đối đề xuất này. Chúng tôi đã có phiên dịch viên dự kiến tham dự; vui lòng
trực tiếp đến tham dự (vui lòng đến trước 3:30 chiều và làm thủ tục với nhân viên bên ngoài phòng họp Hội đồng khi quý vị đến).

Cảm ơn,
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: *CI-StPaul_LegislativeHearings
Sent: Wednesday, June 18, 2025 9:03 AM
To: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>; 'jimbanz432' <jimbanz432@proton.me>
Subject: RE: assessment hearing

Mr. Tran,

I've put together a file, and the documents attached are related to your hearing. Again, I've rescheduled this to July 8 via phone between 9 and 11 am. We will call you into the hearing at (651)387-0336. Please confirm whether you can/wish to attend this hearing, otherwise per my email below you are welcome to review the attached documents and reply with any testimony you'd like considered at that hearing and we will follow up afterwards with the recommendation from July 8.

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: *CI-StPaul_LegislativeHearings
Sent: Tuesday, June 17, 2025 1:43 PM
To: 'jimbanz432' <jimbanz432@proton.me>
Cc: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>

Subject: RE: assessment hearing

Good afternoon,

Who did you speak with? We don't have record of any appeals for you on today's agenda. With a little digging I am assuming that this is regarding 427 Aurora? Please always include your property address in the future.

We would be happy to put together a file and reschedule this to July 8th via phone between 9 and 11 am. If you are unable to attend you are welcome to submit your testimony in writing to be reviewed by the Legislative Hearing officer.

Please let me know how you wish to proceed.

Thanks,
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: jimbanz432 <jimbanz432@proton.me>
Sent: Tuesday, June 17, 2025 9:32 AM
To: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
Subject: assessment hearing

You don't often get email from jimbanz432@proton.me. Learn why this is important

Hue Tran
file J2522R
Assessment# 258555
I had requested to be put on for a hearing for a property assessment for $669.00.
I cleaned up the property myself. The trash and litter filled half of my pick up truck. Almost every week I pick up several garbage bags of other peoples garbage. most of this trash comes from the liquor store next door. We also have a recurring problem with homeless people, mostly men

setting up camp and trashing the property, not to mention defecating around the property. I will not be available to attend this hearing today. I had to travel to Japan this morning after hearing of the impending death of my niece in Japan.
Hue Tran
8556 Savanna oaks lane
Woodbury MN 55125
(651)387-0336

Sent with Proton Mail secure email.

City of Saint Paul

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

Master

File Number: RLH TA 25-357

File ID:	RLH TA 25-357	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/31/2025
File Name:	724 Case Ave			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 724 CASE AVENUE. (File No. J2512E, Assessment No. 258322) (To refer to November 4, 2025 Legislative Hearing; Public hearing continued to January 14, 2026)

Notes: Shein Yang
sheiny9@gmail.com

8/13/25; emailed PO to reschedule to 9/9/25

9/5 - rescheduled email from 9/9 to 11/4 - JZ

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 6	**Agenda Number:**	34
Sponsors:	Yang	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/5/2025	Moermond, Marcia	Approve	9/9/2025
2	1	9/9/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/9/2025	Ward 6 - FYI	Notified - FYI	
2	3	9/10/2025	Nelsie Yang	Approve	9/9/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	09/09/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025
Notes: *Referred back to October 21, 2025 Legislative Hearing at 9am (Amanda/PAULIE transition); (CPH on 1/7/26)*

Text of Legislative File RLH TA 25-357

Ratifying the Appealed Special Tax Assessment for property at 724 CASE AVENUE. (File No. J2512E, Assessment No. 258322) (To refer to November 4, 2025 Legislative Hearing; Public hearing continued to January 14, 2026)

..Hearing Date(s)
Date of LH: 09/09/25 (rescheduled from 8/5/25 and 8/19/25)
Time of LH: 10AM
Date of CPH: 9/17/25

STAMP/Amanda/PAULIE down: LH rescheduled to 11/4/25 9am. CPH on 1/14/26.

Cost: $134
Service Charge: $35
Total Assessment: $169
Name of Property Owner/Representative of Management Co.: Shein Yang
Type of Order/Fee: Excessive inspection billed Jan 22 to Feb 18, 2025
Nuisance:
Date of Orders:
Compliance Date:
Re-Check Date:
Date Work Done:
Work Order #: 24-017031, Inv #1928816
Returned Mail?: No
Comments:
History of Orders on Property:

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 Excessive Use of Inspection or Abatement service billed during January 22 to February 18, 2025. (File No. J2512E, Assessment No. 258322) 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 forthcoming, pending November 4, 2025 Legislative Hearing.

City of Saint Paul

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

Master

File Number: RLH TA 25-348

File ID:	RLH TA 25-348	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/23/2025
File Name:	732 Case Avenue			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 732 CASE AVENUE. (File No. J2525R, Assessment No. 258565)

Notes: Byron Broughten
byronbroughten@gmail.com
507-581-4599

7/23/25: sent packet. MV

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 6	**Agenda Number:**	35
Sponsors:	Yang	**Enactment Date:**	
Attachments:	732 Case Ave.SA Ltr & Photo 5-9-25.pdf, 732 Case Ave.Photos 5-9-25.pdf, 732 Case Ave.recheck photos 5-14-25.pdf, 732 Case Ave. Statement by Owner - Written Objections.8-5-25	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/23/2025	Vang, Mai	Approve	7/28/2025
2	1	8/22/2025	Moermond, Marcia	Approve	8/22/2025
2	2	8/22/2025	Ward 6 - FYI	Notified - FYI	
2	3	8/27/2025	Nelsie Yang	Approve	8/22/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025
Notes: *Approve the assessment.*

Byron Broughten, owner, appeared via phone

[Moermond gives background of appeals process]

Staff report by Supervisor Lisa Martin: May 9, 2025 a Summary Abatement Order was issued to remove/dispose garbage, trash bags, mattresses, tables, bed rails and miscellaneous debris from rear of property by the alley. Compliance date of May 13th. Rechecked May 14 and items were still there. Crew was deployed. Total assessment of $389. When the crew arrived it was done by the owner. No returned mail, there is a history at the property.

Broughten: there was a big pile of garbage by the alley and the reason it was there was because I had a crew that was cleaning out a unit. There was a ton of stuff left behind by a tenant. The crew bagged it all up and put it in the back to be picked up by the garbage company on a per bag basis. Then overnight, someone opened all the bags and dumped it all out over the yard and alley. That's why the garbage was there. Then at that point the crew I had bag it up was going to rebag it or get a dumpster and have it thrown. The dumpster company we usually use was busy so we had to book them out further than we'd have liked. We didn't want to rebag it all because we didn't want to risk the same thing happening again. We ordered the dumpster and when that arrived we threw it all in the dumpster and was taken away. It was a lot of garbage and I wasn't able to get rid of it on my own. I needed the team I hired to do it. It took that long to get the dumpster. I didn't spread the garbage all around. I'm just hoping to not get an additional financial charge on top of what I already had to pay to get rid of the trash.

Moermond: is this a single-family home?

Broughten: duplex. I live in the other unit.

Moermond: I see in the photos decent mix of furniture and larger household items. I can see what you mean the bags were broken open, but I also see larger items that wouldn't have been in a bag. Setting that aside, this is horrendous. I'm sorry your dumpster people couldn't come in a timely manner, but it was really bad. The crew didn't show until the 21st. You did get time to deal with it, it wasn't done on deadline, and you didn't call the inspector to ask for a couple more days to get the dumpster. Deploying the crew happened for the right reason, and the charge would have been higher if the City crew had cleaned it up. I'm going to recommend approval of the trip charge here.

Broughten: the large items were going to be picked up by the garbage company on top of the extra bags, just to touch on that. Yeah, I guess I could have called the City. I suppose.

Text of Legislative File RLH TA 25-348

Ratifying the Appealed Special Tax Assessment for property at 732 CASE AVENUE. (File No. J2525R, Assessment No. 258565)

..Hearing Date(s)
Date of LH: 08/05/25
Time of LH: 9AM
Date of CPH: 09/17/25

Cost: $225
Service Charge: $164
Total Assessment: $389
Name of Property Owner/Representative of Management Co.: Byron Broughten
Type of Order/Fee: SAO by Willie Williams
Nuisance: To remove/dispose garbage, trash bags, mattresses, tables, bed rails and misc debris from rear of property by the alley.
Date of Orders: 5/9/25

Compliance Date: 5/13/25
Re-Check Date: 5/14/25
Date Work Done: 05/21/25 - done by owner
Work Order #: 25-033215
Returned Mail?: No
Comments:
History of Orders on Property: 9/17/24-garbage (abated), 10/24/23-dumping (PW), 9/1/23-garbage (abated), 6/28/23-tgw (unfounded), 6/8/23-garbage (abated), 6 complts in 2022

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 service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565) 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 payable in one installment.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031839

SUMMARY ABATEMENT ORDER

OCCUPANT
732 CASE AVE
ST PAUL MN 55106-3704

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 732 CASE 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 THE GARBAGE, TRASH BAGS, MATTRESSES, TABLES, BED RAILS AND ALL MISCELLANEOUS DEBRIS FROM THE REAR OF THE PROPERTY BY THE ALLEY THANK YOU. Comply before May 13, 2025

Comply before: May 13, 2025

Questions: Call your Inspector Willie Williams

Phone Number: 651-266-1942

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before May 13, 2025, 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 $450 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:

Byron Lee Broughten 732 Case Ave St Paul MN 55106-3704 Byron Lee Broughten 732 Case Ave St Paul MN 55106-3704

sa.rpt 9/1

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

May 09, 2025

25 - 031839

SUMMARY ABATEMENT ORDER

BYRON LEE BROUGHTEN
732 CASE AVE
ST PAUL MN 55106-3704

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 732 CASE 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.

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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

1902

732 Case Ave.Photos 5-9-25



732 Case Ave.Photos 5-9-25



732 Case Ave. Recheck photos 5-14-25



732 Case Ave. Recheck photos 5-14-25



732 Case Ave. Recheck photos 5-14-25



Re:
FILE # J2525R

From:
Byron Broughten, Property Owner

To whom it concerns,

The city is charging me $389 for being the victim of having garbage being spread around the back of my yard. I appealed the decision and was denied. This is my second appeal. Below are the main points of context and reasons as to why this second appeal ought to be granted.

1. I own a duplex and live in one unit while renting out the other.
2. The tenants I was renting to destroyed the unit and left behind garbage and belongings:
3. I hired contractors to turn over the unit. They neatly bagged up everything and put it back by the alley so I could use the city's garbage service to pick up the filled bags and larger items on a per bag/item basis.
4. Someone—I don't know who—decided to tear open all the garbage bags and spread the garbage all over the back of my yard. This is what I woke up to on May 7th:



5. My contractors and I had two options: 1. Re-bag the garbage and risk the same thing happening, or 2. Order a dumpster. We went with option 2.

6. My contractors have a working relationship with a dumpster vendor. The contractors and vendor had spotty schedules and ended up being able convene on May 16th to address the issue. It cost me at least an additional $500.
7. The person who handled my first appeal specified three main reasons why my appeal was denied: 1. There were "large items" that weren't originally in garbage bags, 2. I didn't call the city to say I needed more time, and 3. The situation was "horrendious", which the person conducting the appeal repeated at least twice in a row.
8. Regarding the first point, as I stated previously, I was intending to use the city's garbage service to pick up the large items on a per-item basis. I should not be faulted for placing items where they are supposed to be placed in order to use the city's services.
9. Regarding the second point, I didn't call the city to request more time because I didn't know that was an option. The notice I received didn't say to do that. If that is an option, the notice should say, "If you need more time to take care of the issue, call the St. Paul Department of Safety and Inspections to request it".
10. Regarding the third point, I am well aware of how "horrendous" the situation was. No one was more displeased than me that random people decided to spread garbage around the back of my yard. Frankly, I didn't appreciate how the person handling the appeal shamed me—"It was horrendous. It was just horrendous", she said—for something that wasn't my fault.
11. In summary, tenants trashed my unit, I paid contractors to bag it up, random people spread the garbage all over the back of my yard, I paid for a dumpster and labor to address it, the city charged me, and my appeal was denied for the reasons that I followed the city's protocol for disposing of large items, I didn't do something that no one told me was an option, and the situation forced on me was so "horrendous".

If there are any other reasons why my first appeal was denied, they were not made clear to me so I cannot address them here. Thank you for your time.

City of Saint Paul

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

Master

File Number: RLH TA 25-331

File ID:	RLH TA 25-331	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/17/2025
File Name:	869 Clark St			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 869 CLARK STREET. (File No. J2524R, Assessment No. 258563)

Notes: Douglas Anderson
doug4438@yahoo.com
763-445-0028

Doug Anderson and owner Thi Thu Ha Phan will be attending in person

Vietnamese interpreter requested.

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 5	**Agenda Number:**	36
Sponsors:	Kim	**Enactment Date:**	
Attachments:	869 Clark St.SAO Ltr+Photo 4-10-25.pdf, 869 Clark St.Photos 4-10-25.pdf, 869 Clark St.Recheck photos 4-17-25.pdf, 869 Clark St.Contractor photos 5-9-25 (loaded 5-12-25).pdf, 869 and 875 Clark St.email chain 7-24-25.pdf, 869-875 Clark St.Panzer email 8-25-25.pdf, 869 Clark St.Sale Recorded 4-12-24.pdf, 869 Clark St.Ramsey County Info - searched result 8-28-25.pdf, 869 Clark St.Warranty Deed 4-12-24.pdf, Related: 923 Burr St.Relase of MN Notice of Potential Claim 3-9-18.pdf, Related - 923 Burr St.Transfer of Death Deed 11-6-17.pdf, Related 903 Burr St.General Warranty Deed 7-13-23.pdf, 869-875 Clark St.County Recorder response 8-28-25.pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2025	Vang, Mai	Approve	7/22/2025
2	1	8/27/2025	Moermond, Marcia	Approve	8/27/2025
2	2	8/27/2025	HwaJeong Kim	Approve	8/29/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	07/22/2025	Referred	City Council	09/03/2025		

Action Text: Referred to the City Council due back on 9/3/2025

Notes: *Recommendation forthcoming.*

Thi Thu Ha Phan, owner, appeared
Tan Yan Kim, Vietnamese interpreter, appeared
Trang Pham, sister, appeared

[Moermond gives background of appeals process]

Staff report by Supervisor by Lisa Martin:

Kim: the sister is speaking on her behalf.

Staff report by Supervisor Lisa Martin: on both properties a Summary Abatement Order was issued April 10, 2025 to remove tree branches from the vacant lots. Compliance date of April 17, we did recheck and the work wasn't done. We sent a work crew to both properties. The total assessments were $2699 for 869 Clark and $2624 for 875 Clark. We do have a long history at these vacant lots. Orders were sent to owners at 903 Burr Street and no returned mail.

Moermond: looking at the photos I do see quite a bit of wood, maybe trees were cut down.

Pham: she just immigrated here from Vietnam 2 years ago. Her son lives in 903. My mom had dementia and she normally stayed with her to take care of her so she didn't check the mail. The boy is stupid and didn't pay attention and check the mail, so we didn't see it. The issue is after the winter came and we were going to clean up the lot and hire someone to cut the tree, it is on a high hill so we couldn't see the issue there. The people had time to come cut and maybe got busy and didn't have time to finish. We didn't see the letter. We tried to clean up the lot and have it hauled away. He was just going to come back when he had time, it was still cold in April.

Moermond: I heard you say the mail DID go to 903 Burr which is the owner's official address with Ramsey County taxation?

Pham: yes. Only her son lived there at 903 Burr. She stayed with my mom at 923 and she didn't pay attention to the mail at 903 for a while.

Moermond: I understand. Looking at Ramsey County taxation you bought the properties April 12, 2024 and at that time you told Ramsey County to send mail and taxes to 903 Burr.

Ha Phan: what month was that?

Moermond: there's a different purchase date for each of the properties.

Ha Phan: which property was sent to 903 Burr?

Moermond: both of them. We're printing out the record for you now. While that's happening, you were talking about hire someone to do the work and going by to check to see if it was done or not. I'm

confused about what was going on with the top of the hill where you said you couldn't see. Did they not clean that up? Or you later got the order and were going to check if it was done? What was happening?

Pham: we asked my relative to cut the tree when they had time. He did come when he had time and cut it down and we think when he finished he still had to come and he just cut it and didn't remove the tree there. We didn't have any notice. We normally walk by that property, but is really a high hill so we don't see things up there. At the time it was still cold so we don't pay much attention to that lot. We didn't have time to do it in April.

Moermond: the work wasn't done, obviously. Looking back, we have talked in the past and you've got help from Mr. Douglas Anderson. You told us this was a family transfer of property and at that point in time the seller, which was family, you purchased from didn't tell you about a pending assessment and there was some confusion around that. This was in January about notification issues. 7 months ago. That assessment got deleted.

Pham: we didn't buy from a relative, we bought from an agent.

Moermond: from what I was told in the hearing the relative sold to the agent who sold to you.

Pham: no, we only had the agent who sold to us. The relative is the one who went to cut the trees. We didn't buy from a relative.

Moermond: all the same, we did talk about notification issues in January. Seven months ago. That got deleted.

Pham: my address was 923 and its 923 here, and when I received the letter.

Moermond: here's what happened with timing on these. For 869 and 875 Clark when the properties were sold the address on the sales record is 923 Burr. Between that sale and the present, the address was changed to 903 Burr as the mailing address with the County. We didn't change that. We'll ask the County when that was changed and by whom. You didn't get notice at 923—

Pham: my understanding is we contact the mail at 923 but in end of 2024 we registered homestead at 903 and we didn't mention anything about the lot but I think the system may have updated everything when we changed the address for 903.

Moermond: that isn't likely. I understand that's your theory but we need to ask the County. We are talking about more than $5,000. I can't work off a theory. Who changed it to 903? It belongs to you and it is a legal address information to send mail too, and you chose not to open the mail and delegate to your son didn't open the mail. Neither of those are good signs. I'm happy to look more into it to straighten out the legal niceties, but this isn't looking great for you.

Pham: we know that is our mistake. That's why we didn't take care of it properly, but last month when I received the mail from the other lot, we tried to check the lot and we had to clean up the tall grass and then we just finished cutting it a few days ago.

Moermond: so you took care of the property the other day. That's good.

Pham: we were trying to cut the tree but unfortunately we didn't do it at the time it was cold. He said he'd still come back to work.

Moermond: I understand, but the City said the work needed to be done, it wasn't done. The City hired a crew to go out and clean it up and it cost the City a lot of money to cleanup these properties. What I'm willing to look at is any information about the address situation at the County but your inability to open the mail to check on basics of the property is not the responsibility of every other taxpayer in the City to cover the cost of this work. If you had 923 and it somehow got changed to 903 without your knowledge I need to take that into account, but also balance that with the fact the other is your property as well.

What I'm wondering, for what purpose did you buy these empty lots? It seems like they're hard to maintain. Putting in a house? A garden? For what purpose are you paying taxes on this property in the long run?

Pham: she'd just come here and she has two sons and the agent sold both lots at a discount, really low compared to the market. We did cut the branches this year to maintain it. We didn't ignore your notice; we didn't see the mail. We hope you had some waiver for us. When we pay taxes it just goes to the address on the plot so we didn't receive the mail for the tax statement. We are thinking to clean the lots or maybe sell or sell to my brother who is a builder. From now on we try to check the mail frequently. If anything in the past you can give us a waiver for, we really know now we need to cleanup and maintain the lot carefully.

Moermond: a $5,400 waiver is extraordinary for a mistake on your part. But I don't want to recommend this assessment be approved if it wasn't a mistake on your part. That's why I need to do the research with Ramsey County.

If I end up asking the Council to approve these I assume making them payable over time would be helpful versus one large sum. Perhaps 5 or 7 years?

Moermond: Ms. Martin has looked into 903 and 923 Burr records and the findings weren't great.

Martin: 903 Burr we had a complaint regarding the stairs not being to code, dangerous entry into building, and building inspector said it was existing property so we wouldn't get involved. 923 Burr doesn't have a permit either, a garage addition and someone's husband was going to call and get a permit. We need to do some research with the building department about the status of those properties.

Pham: we went to ask about a tag for 923 and we did the permit properly, I don't know how it says no permit.

Moermond: there is a building permit, the question is whether work was started before the permit was pulled. The more important piece is work was done in 2021 without a permit and a stop work order was issued. I see a different understanding of the permit process between 2021 and 2024 but this is not great.

Pham: the longer the better.

Moermond: we'll find out what the County has to say. We have an email address for Doug Anderson, would you like us to use yours as well. Would you like that translated into Vietnamese?

Pham: you can write in English.

Moermond: your Council Public Hearing is September 3, so won't rush but have something to you by mid-August.

2	City Council	09/03/2025	Continue Public Hearing	City Council	09/17/2025	
	Action Text:	Public hearing continued to September 17, 2025				

Text of Legislative File RLH TA 25-331

Ratifying the Appealed Special Tax Assessment for property at 869 CLARK STREET. (File No. J2524R, Assessment No. 258563)

..Hearing Date(s)
Date of LH: 07/22/25
Time of LH: 9AM
Date of CPH: 9/3/25

Cost: $2535
Service Charge: $164
Total Assessment: $2699

Name of Property Owner/Representative of Management Co.: Thi Thu Ha Phan (owner), Doug Anderson (BIL)
Type of Order/Fee: Summary Abatement Order issued by Willie Williams
Nuisance: To remove/dispose of tree branches from vacant lot
Date of Orders: 4/10/25
Compliance Date: 4/17/25
Re-Check Date: 4/18/25
Date Work Done: 5/9/25-work orde completed by DSI contractor. SW
Work Order #: 25-026735
Returned Mail?: No
Comments:
Fee:
DSI Auto Tire Fee : $20.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
Code Enforcement Fee: $124.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
DSI General Refuse (cu. yds.) Fee : $715.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
DSI Garbage Abatement Fee: $1,800.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
History of Orders on Property: 5/30/25-tgw (unfound), 8/26/24-tgw (unfound), 5/23/24-tgw (WO), 10/31/23-garbage (WO), 8/28/23-dumping (GOA), 8/28/23-tgw (abated), 5/17/23-dumping (PW), 7/8/22-tgw (WO)

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 April 15 to May 14, 2025. (File No. J2524R, Assessment No. 258563) 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 forthcoming.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

April 10, 2025

25 - 024650

SUMMARY ABATEMENT ORDER

OCCUPANT
869 CLARK ST
ST PAUL MN 55130

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 869 CLARK ST : 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 THE TREE BRANCHES FROM THE VACANT LOT THANK YOU. Comply before April 17, 2025

Comply before: April 17, 2025

Questions: Call your Inspector Willie Williams

Phone Number: 651-266-1942

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before April 17, 2025, 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 $450 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:

Thi Thu Ha Phan 903 Burr St St Paul MN 55130-4007

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

April 10, 2025

25 - 024650

SUMMARY ABATEMENT ORDER

THI THU HA PHAN
903 BURR ST
ST PAUL MN 55130-4007

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.

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Also send to:

Occupant

sa.rpt 9/1

1916

869 Clark Street -

04/10/2025: *Compliance Recheck - TREE BRANCHES IN THE VACANT LOT SA SENT RECHECK ON 4-17-25



869 Clark Street -

04/10/2025: *Compliance Recheck - TREE BRANCHES IN THE VACANT LOT SA SENT RECHECK ON 4-17-25



869 Clark Street -

04/18/2025: *Compliance Recheck - PER REINSPECTION ON 4-17-25 THE TREE BRANCHES REMAIN IN THE VACANT LOT. AS OF 4-18-25 AT 7:17 A.M. NO REPLY FROM THE PROPERTY OWNER. W.O. SENT PHOTOS TAKEN ON 4-17-25.



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Date:	**May 12, 2025 (Work done 5/9/25)**	**HP District:**	
File #:	**25 - 026735**	**Property Name:**	
Folder Name:	**869 CLARK ST**	**Survey Info:**	
PIN:	**292922320084**		



BEFORE PHOTO

Date:	**May 12, 2025 (Work done 5/9/25)**	**HP District:**	
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AFTER PHOTO

Mai Vang

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, July 24, 2025 12:13 PM
To: Property Tax Info; Mai Vang
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

Hello,

Taxpayer Services, please update the mailing address. The last recorded deed is document number 5027027.

Thank you.

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Thursday, July 24, 2025 11:05 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: 869 and 875 Clark Street

This Message Is From an External Sender

This message originated from outside the Ramsey County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Report Suspicious

Hello,
We had a hearing on these 2 properties on Tuesday, July 22 and owner stated that the mailing address with Ramsey County should be corrected to 923 Burr Street and not 903 Burr Street. I checked the last sale transaction and it did say 923. Please make this change and let me know.

Thanks,

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

1934

Mai Vang

From: Tanya Panzer
Sent: Monday, August 25, 2025 8:49 AM
To: Mai Vang
Subject: RE: 869 and 875 Clark Street

I believe Ramsey Co has removed the block as of today, but we haven't been able to load the weekly file since 7/28/2025.

869 Clark St/292922320084 – Thi Thu Ha Phan 903 Burr St
875 Clark St/292922320085 – Thi Thu Ha Phan 903 Burr St
923 Burr St/292922310053 – Phong Pham 923 Burr St
903 Burr St/292922310049 -– Thi Thu Ha Phan 903 Burr St

Tanya J Panzer
Office of Financial Services
15 W Kellogg Blvd, 700 City Hall
Saint Paul, MN 55102
M: (651) 266-8858 Option 1
D: (651) 266-6153
www.StPaul.gov/assessments

SAINT PAUL
MINNESOTA

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Monday, August 25, 2025 8:38 AM
To: Tanya Panzer <tanya.panzer@ci.stpaul.mn.us>
Subject: FW: 869 and 875 Clark Street

Hi Tanya,
Would you have this information. RC blocked us so unable to ask them, unless I call them but not sure if they want to take our calls either. This is for both addresses going to 9/3 PH

Mai

From: Mai Vang
Sent: Wednesday, July 30, 2025 3:38 PM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>; Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Cc: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
Subject: RE: 869 and 875 Clark Street

Hi,
I forgot to ask one more question.

When and who updated the tax address at 869 and 875 Clark from 923 to 903 Burr Street?

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102
SAINT PAUL
MINNESOTA

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Subject: FW: 869 and 875 Clark Street

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SAINT PAUL
MINNESOTA

DEPARTMENT OF REVENUE

View Summary for Completed eCRV ID 1647776 1647776

County:Ramsey Auditor ID:

Submit Date: 05/14/2024 10:39 AM Accept Date: 05/31/2024 10:20 AM

Buyers Information

Person name:	**Thi Thu Ha Phan**
Address:	**923 Burr Street, Saint Paul, MN 55130 United States**
Foreign address:	**No**
Phone number:	**(651) 399-7002**
Email:	

****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Sellers Information

Organization name:	**Trikin Ventures LLC, a Wisconsin Limited Liability Company**
Address:	**430 Whispering Pines Road, Hudson, WI 54016 United States**
Foreign address:	**No**
Phone number:	**(651) 246-5070**
Email:	

****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Property Information

County:	**Ramsey**
Legal description:	**Lot 6, Block 6, Edmund Rice's First Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota. Abstract property**
Deeded acres:	
Will use as primary residence:	**No**
What is included in the sale:	**Land only**
New construction:	**No**

Property Location(s)

Property location:	**869 Clark Street, St. Paul, 55130**

Preliminary Parcel IDs

Parcels to be split or combined:	**No**
Primary parcel ID:	**292922320084**
Additional parcel ID(s):	

Use(s)

Planned use:	**Unimproved/Vacant Land / Rural/vacant**

Primary use:	**Yes**
Prior use:	**Unimproved/Vacant Land / Rural/vacant**

Sales Agreement Information

Deed Type:	**Warranty Deed**
Date of Deed or Contract:	**04/12/2024**
Purchase amount:	**$20,000.00**
Downpayment amount:	**$20,000.00**
Seller-paid points:	**$0.00**
Delinquent Special Assessments and Delinquent Taxes Paid by Buyer:	**$0.00**
Financing type:	**Cash**

Personal Property

Personal property included:	**No**

Sales Agreement Questions

Buyer leased before sale:	**No**	Lease option to buy:	**No**
Seller leased after sale:	**No**	Minimum rental income guaranteed:	**No**
Partial interest indicator:	**No**	Contract payoff or deed resale:	**No**
Received in trade:	**No**	Like exchange (IRS section 1031):	**No**
Purchase over two years old:	**No**		

Supplementary Information

Buyer paid appraisal:	**No**	Appraisal value:	**$0.00**
Seller paid appraisal:	**No**	Appraisal value:	**$0.00**
Buyer and seller related:	**No**	Organization tax exempt:	**No**
Government sale:	**No**	Foreclosed, condemned or legal proceedings:	**No**
Gift or inheritance:	**No**	Name change:	**No**
Buyer owns adjacent property:	**No**		
Public promotion:	**No**		
Comment on public promotion:	**Through a mutual friend.**		
Significant different price paid:	**No**		
Comment on price difference:			

Submitter Information

Submit date:	**05/14/2024 10:39:56 AM**
Submitter:	**Camille Lund**
Organization:	**TitleSmart, Inc**
Email:	**camille@title-smart.com**
Phone number:	**(651) 779-3075**
Comments:	

Terms Accepted by the Submitter:

I declare under penalty of law that I have examined the information entered and submitted on this form, and, based on what I know and believe to be true, the information entered on this form is complete and correct.

County Data Information

County ID:	**62**
Deed type code:	**Warranty Deed**
Deed document ID:	
Sales agreement net amount:	**$20,000.00**

Sales Price Adjustment(s)

Property Attributes

Year structure built:		Parcel new construction percent:	
Gross Building Area:		Deeded acres:	
Parcel water influence:	**None**		
Neighborhood code:			
Exempt wetland:	**No**		
Exempt native prairie:	**No**		

Property Type(s)

Property Group:	**Residential**		
Property Type:			
Primary type:	**Yes**	Exempt:	**No**
Contributing parcels:	**1**		

County Assessment

Land value:	**$8,500.00**	Assessment Year:	**2024**
Building value:	**$0.00**		
Total market value:	**$8,500.00**		

County Recommendation for County Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

County Recommendation for State Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

Final Parcels

(primary parcel listed first)

Parcel ID:	**292922320084**	Seq:	
Jurisdiction:	**St. Paul**	SD:	**St. Paul**
CER:		CPI:	

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
You can pay by check, credit card or debit card.
CORE Business Technologies charges a service fee which is applied directly to your payment.
- E-check: $1 per transaction
- Credit card or debit card: 2.49% per transaction

For payment history, please see Tax Transaction History

Summary View

Parcel ID	292922320084
Parcel Status	Active
Property Address	869 CLARK ST ST PAUL MN 55130-4212
Sec/Twp/Rng	29/29/22
Brief Tax Description	EDMUND RICE'S FIRST ADDITION LOT 6 BLK 6 (Note: Not to be used on legal documents)
Parcel Area	0.1515
Parcel Width	50 Feet
Parcel Depth	132 Feet (Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification	4B4 UNIMPROVED RESIDENTIAL LAND;
Homestead Status	Non homestead
Roll Type	Real Property
Municipality	ST PAUL
District Code	0151 For homestead vs non-homestead tax calc - use District code above - click here
School District	ISD #625
Watershed	CAPITOL REGION W/S
TIF District	
Land Use Code	500 RESIDENTIAL, VACANT LAND, LOT * The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning. * Please contact the zoning authority for information regarding zoning. * To determine whether your property is Abstract or Torrens, call 651-266-2050

Skip to main content

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Thi Thu Ha Phan	923 Burr St Saint Paul MN 55130-4007

Current Tax Year

*Information listed is as of yesterday. For specific payoff information contact Property Tax Info at 651-266-2000
See Tax Transaction History for payment and/or adjustment information.

First Half Due 05-15-2025		**Second Half Due 10-15-2025**	
Amount Due	$0.00	**Amount Due**	$84.00
Penalty & Fees Due (thru current month)	$0.00	**Penalty & Fees Due (thru current month)**	$0.00
Balance Due	$0.00	**Balance Due**	$84.00

Total Due $84.00

Tax Summary

For payment history, please see Tax Transaction History

		2025 Payable	2024 Payable	2023 Payable	2022 Payable	2021 Payable
	Estimated Market Value	$8,500	$8,500	$8,500	$8,500	$4,300
	Taxable Market Value	$8,500	$8,500	$8,500	$8,500	$4,300
	Net Tax Amount	$168.00	$155.76	$159.84	$166.18	$81.84
+	Special Assessments	$0.00	$366.24	$28.16	$77.82	$78.16
=	**Total Taxes**	**$168.00**	**$522.00**	**$188.00**	**$244.00**	**$160.00**
+	Penalty	$0.00	$0.00	$0.00	$0.00	$0.00
+	Interest	$0.00	$0.00	$0.00	$0.00	$0.00
+	Fees	$0.00	$0.00	$0.00	$0.00	$0.00
-	Amount Paid	$84.00	$522.00	$188.00	$244.00	$160.00
=	**Outstanding Balance**	**$84.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax Transaction History

Tax Year	Business Date	Effective Date	Transaction Type	Tax Amount	Special Assessment	Penalty	Interest	Fees	Overpayment	Total
2025	5/13/2025	5/13/2025	Payment	($84.00)	$0.00	$0.00	$0.00	$0.00	$0.00	($84.00)
2025	3/1/2025	3/1/2025	Original	$168.00	$0.00	$0.00	$0.00	$0.00	$0.00	$168.00
2024	4/17/2024	4/17/2024	Payment	($77.88)	($183.12)	$0.00	$0.00	$0.00	$0.00	($261.00)
2024	4/17/2024	4/17/2024	Payment	($77.88)	($183.12)	$0.00	$0.00	$0.00	$0.00	($261.00)
2024	3/1/2024	3/1/2024	Original	$155.76	$366.24	$0.00	$0.00	$0.00	$0.00	$522.00
2023	9/28/2023	9/27/2023	Payment	($79.92)	($14.08)	$0.00	$0.00	$0.00	$0.00	($94.00)
2023	4/25/2023	4/25/2023	Payment	($79.92)	($14.08)	$0.00	$0.00	$0.00	$0.00	($94.00)
2023	3/1/2023	3/1/2023	Original	$159.84	$28.16	$0.00	$0.00	$0.00	$0.00	$188.00

Sales

Date	eCRV #	Sale Price	State Study Recommendation	State Study Reject Reason	Cnty Stdy Rec
4/9/1997		$21,000	N	21-BANK SALE	N
7/29/2002		$79,900	Y		Y
4/16/2004		$105,500	Y		Y
5/5/2009		$10,500	N	14-CONTRACT FOR DEED PAYOFF/MORT. ASSUMPT.	N
4/12/2024	1647776	$20,000	N	02-RELATIVE SALE OR RELATED BUSINESS	N

Statements and Notices

2025
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2024
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2023
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2022
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2021
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2020
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

Form M1PR(Property Tax Refund)

No data available for the following modules: Multi-Parcel Link, Delinquent Taxes, Special Assessments, Photos.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/28/2025, 5:03:47 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.7 (2016)

eCRV number: 1647776
DEED TAX DUE: $68.00

DATE: April 12, 2024

FOR VALUABLE CONSIDERATION, Trikin Ventures LLC, a Limited Liability Company under the laws of Wisconsin **("Grantor")**, hereby conveys and warrants to Thi Thu Ha Phan **("Grantee")**, as

(Check only one box)

☐ Tenants in Common
☐ Joint Tenants

(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Ramsey County, Minnesota, legally described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

TitleSmart, Inc.
4810 White Bear Parkway #100
White Bear Lake, MN 55110
File#287713

Check applicable box:

☑ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Trikin Ventures LLC, a Wisconsin Limited Liability Company

BY: _____
Curtis A. Fluegel
Chief Manager

State of Minnesota
County of Washington

This instrument was acknowledged before me on April 12, 2024, by Curtis A. Fluegel as Chief Manager of Trikin Ventures LLC, a Limited Liability Company under the laws of Wisconsin.

AMY BAKKE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

_____
(signature of notarial officer)
Title (and Rank): _____
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
TitleSmart, Inc.
4810 White Bear Parkway, Suite 100
White Bear Lake, MN 55110

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Thi Thu Ha Phan
923 Burr Street
Saint Paul, MN 55130

EXHIBIT "A"

Lot 6, Block 6, Edmund Rice's First Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

Abstract property

No delinquent taxes & transfer entered

May 31, 2024 10:18 AM

Ramsey County, Minnesota
Tracy M. West
County Auditor and Treasurer

Doc No **A05027027**

Certified, filed and/or recorded on
May 31, 2024 10:18 AM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 316 Pkg ID 1617954E

CRV# 1647776

County Conservation Fee	$5.00
Document Recording Fee Abstract	$46.00
Environmental Response Fund .0001	$2.00
State Deed Tax .0033	$66.00
Document Total	$119.00

This cover sheet is now a permanent part of the recorded document.

Doc No **A04702102**

Certified, filed and/or recorded on
Mar 15, 2018 3:03 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 309 Pkg ID 1237403M

Document Recording Fee Abstract	$46.00
Document Total	$46.00

This cover sheet is now a permanent part of the recorded document.

3

RELEASE OF
MINNESOTA NOTICE OF POTENTIAL CLAIM

NOW, on this **9th** day of **March, 2018**, the Minnesota Department of Human Services, by and through the undersigned, its duly appointed and acting representative, hereby releases and discharges its **Notice of Potential Claim** for **Medical Assistance** benefits paid on behalf of **Sylvia Barron** filed in **Ramsey County**, Minnesota, on **April 12, 2012** as Document No. **4329685.**

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: Jan Curran

Jan Curran
Lien Administrator Sr., Special Recovery Unit

State of Minnesota)
) SS
County of Ramsey)

This instrument was acknowledged before me on **March 9, 2018**, by Jan Curran, Lien Administrator Sr., Special Recovery Unit, of the Minnesota Department of Human Services.

Nacole Lynn Lind

Notary Public
My Commission Expires: January 31, 22

NACOLE LYNN LIND
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022

THIS INSTRUMENT DRAFTED BY:
Jan Curran
Special Recovery Unit
Minnesota Department of Human Services
P.O. Box 64995
St. Paul, Minnesota 55164-0995
651-431-3154

BARRON, SYLVIA / NPC # 04859

1-1

Doc No **A04684868**

Certified, filed and/or recorded on
Nov 6, 2017 2:38 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 702 Pkg ID 1218138C

Document Recording Fee Abstract	$46.00
Non Recorded Document Copy	$1.00
Notary Fee	$1.00
Document Total	$48.00

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

TRANSFER ON DEATH DEED
by Unmarried Grantor Owner
Minn. Stat. 507.071

Minnesota Uniform Conveyancing Blanks
Form 10.8.1 (2011)

NO DEED TAX DUE
pursuant to Minn. Stat. 287.22(15)

DATE: Nov 06, 2017
(month/day/year)

PHONG PHAM,
(insert name of Grantor Owner)

an unmarried person ("**Grantor Owner**"), hereby conveys and quitclaims to

TRANG T PHAN
(insert name of each Grantee Beneficiary)

("**Grantee Beneficiary**"),

effective on the death of the Grantor Owner, real property in 923 Burr ST. St. Paul → RAMSEY County, Minnesota, legally described as follows:

Lot Five (5), Block Nine (9), Edmund Rice's First Additim to St. Paul, Ramsey County, Minnesota

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

NOTE: This deed should be used only when the Grantor Owner is a single person. Pursuant to Minn. Stat. 507.071, subd. 8, this deed must be recorded before the death of the Grantor Owner.

1950

2929223100 53

1-2

If checked, the following optional statement applies:

☐ When effective, this instrument conveys any and all interests in the described real property acquired by the Grantor Owner before, on, or after the date of this instrument.

Grantor Owner

_____
(signature)

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on November 6, 2017, by
(month/day/year)

Phong Pham
(insert name of Grantor Owner)

_____, an unmarried person.

(Stamp)

KATHLEEN BRUCE
Notary Public-Minnesota
My Commission Expires Jan 31, 2021

Kathleen Bruce
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Trang Phan
923 Burr St. N.
St. Paul, MN 55130

No delinquent taxes & transfer entered

Jul 13, 2023 2:45 PM

Ramsey County, Minnesota
Tracy M. West
County Auditor and Treasurer

Doc No **A04994646**

Certified, filed and/or recorded on
Jul 13, 2023 2:45 PM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 408 Pkg ID 1579769C

CRV# 1535175

County Conservation Fee	$5.00
Document Recording Fee Abstract	$46.00
Environmental Response Fund .0001	$3.40
State Deed Tax .0033	$112.20
Document Total	$166.60

This cover sheet is now a permanent part of the recorded document.

Prepared By

Name: Trang Phan
Address: 841 BURR ST, St. Paul

State: MN Zip Code: 55130

After Recording Return To
Tax statement sent to
Name: Thi Thu Ha Phan
Address: 923 BURR ST, St. Paul

State: MN Zip Code: 55130

Space Above This Line for Recorder's Use

ECRV 1535175

GENERAL WARRANTY DEED

deed tax due: $115.60

STATE OF Minnesota

Ramsey County COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Thirty four thousand and 0/00 Dollars ($ 34,000.00) in hand paid to Douglas Anderson & Trang Phan, a Seller-a married couple, residing at 841 BURR ST, County of Ramsey, City of St. Paul, State of Minnesota (hereinafter known as the "Grantor(s)") hereby grants, warrants, and conveys to Thi Thu Ha Phan, a Buyer, residing at 923 BURR ST, County of Ramsey, City of St. Paul, State of Minnesota (hereinafter known as the "Grantee(s)") the following *described real estate (*and in Exhibit A if attached), situated in Ramsey County, _____ to-wit:

Vacant land at 903 BURR ST, ST PAUL, MN 55130-4007 vacant land with a total gross area of 0.15 Acres (50' * 132')

Tax Parcel ID - 292922310049

Lot 1, Block 9, Edmund Rice's First Addition to St. Paul, Ramsey County, Minnesota.

[INSERT LEGAL DESCRIPTION HERE AND/OR ATTACH EXHIBIT A]

TOGETHER WITH all the rights, members and appurtenances to the Real Estate in anywise appertaining or belonging thereto.

The seller certifies that the seller does not know of any wells on the described real property.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, their heirs and assigns forever.

And said Grantors, for said Grantors, their heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

Douglas Anderson	
Grantor's Signature	Grantor's Signature
Douglas Anderson	Trang Phan
Grantor's Name	Grantor's Name
Address	Address
841 BURR ST, ST PAUL, MN 55130	841 BURR ST, ST PAUL, MN 55130
City, State & Zip	City, State & Zip

In Witness Whereof,

Witness's Signature	Witness's Signature
Witness's Name	Witness's Name
Address	Address
City, State & Zip	City, State & Zip

STATE OF Minnesota)

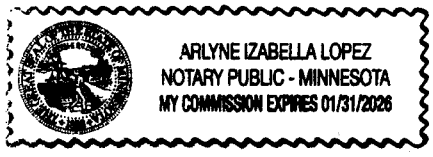
COUNTY OF Ramsey)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas Anderson & Trang Phan whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 7 day of July, 2023

Notary Public

My Commission Expires: 01-31-2026



Mai Vang

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, August 28, 2025 2:01 PM
To: Mai Vang
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

From: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Sent: Thursday, August 28, 2025 9:38 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: RE: 869 and 875 Clark Street

Good morning,

Sorry for the delayed response. It looks like the mailing address was changed on 7/24. I did a search through the property tax emails for a possible request for the change, but didn't see anything. Do you want me to change the mailing addresses?

Thank you.

Jennifer Olson

Property Tax, Records & Election Services | *Information and Public Records*
90 West Plato Boulevard, St. Paul, MN 55107

RAMSEY COUNTY

ramseycounty.us | Facebook | Twitter | LinkedIn | e-Updates | Privacy notice

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Monday, August 25, 2025 10:19 AM
To: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Subject: FW: 869 and 875 Clark Street

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Monday, August 25, 2025 9:03 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>; Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Subject: RE: 869 and 875 Clark Street

This Message Is From an External Sender
This message originated from outside the Ramsey County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Report Suspicious

Hi,
I am following up on a question from 7/30. See attached.
Note: we have hearings on this on 9/3.

Thanks.

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, July 24, 2025 12:13 PM
To: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>; Mai Vang <mai.vang@ci.stpaul.mn.us>
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

Hello,

Taxpayer Services, please update the mailing address. The last recorded deed is document number 5027027.

Thank you.

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Thursday, July 24, 2025 11:05 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: 869 and 875 Clark Street

This Message Is From an External Sender
This message originated from outside the Ramsey County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Report Suspicious

Hello,
We had a hearing on these 2 properties on Tuesday, July 22 and owner stated that the mailing address with Ramsey County should be corrected to 923 Burr Street and not 903 Burr Street. I checked the last sale transaction and it did say 923. Please make this change and let me know.

Thanks,

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

City of Saint Paul

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

Master

File Number: RLH TA 25-332

File ID:	RLH TA 25-332	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/17/2025
File Name:	875 Clark St			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 875 CLARK STREET. (File No. J2524R, Assessment No. 258563)

Notes: Douglas Anderson
obo Thi Thu Ha Phan
doug4438@yahoo.com
763-445-0028

7-17-25: packet sent and interpreter ordered. MV

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 5	**Agenda Number:**	37
Sponsors:	Kim	**Enactment Date:**	
Attachments:	875 Clark St.SAO Ltr+photo 4-10-25.pdf, 875 Clark St.photos 4-10-25.pdf, 875 Clark St.recheck photos 4-17-25.pdf, 875 Clark St.contractor photos 5-9-25 (loaded 5-12-25).pdf, 869-875 Clark St.Panzer email 8-25-25.pdf, 869-875 Clark St.email chain 7-24-25.pdf, 875 Clark St.Summary of Sale 4-12-24.pdf, 875 Clark St.Warranty Deed 4-12-24.pdf, 875 Clark St.Warranty Deed 5-9-25.pdf, 875 Clark St.Summary of Sale 5-9-25.pdf, 875 Clark St.RC Info searched 8-28-25.pdf, Related 903 Burr St.General Warranty Deed 7-13-23.pdf, Related 923 Burr St.Transfer of Death Deed 11-6-17.pdf, Related 923 Burr St.Relase of MN Notice of Potential Claim 3-9-18.pdf, 869-875 Clark St.County Recorder response 8-28-25.pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	Mai Vang	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2025	Vang, Mai	Approve	7/22/2025
2	1	8/27/2025	Moermond, Marcia	Approve	8/27/2025
2	2	8/27/2025	HwaJeong Kim	Approve	8/29/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	07/22/2025	Referred	City Council	09/03/2025		

Action Text: Referred to the City Council due back on 9/3/2025

Notes: *Recommendation forthcoming.*

Thi Thu Ha Phan, owner, appeared
Tan Yan Kim, Vietnamese interpreter, appeared
Trang Pham, sister, appeared

[Moermond gives background of appeals process]

Staff report by Supervisor by Lisa Martin:

Kim: the sister is speaking on her behalf.

Staff report by Supervisor Lisa Martin: on both properties a Summary Abatement Order was issued April 10, 2025 to remove tree branches from the vacant lots. Compliance date of April 17, we did recheck and the work wasn't done. We sent a work crew to both properties. The total assessments were $2699 for 869 Clark and $2624 for 875 Clark. We do have a long history at these vacant lots. Orders were sent to owners at 903 Burr Street and no returned mail.

Moermond: looking at the photos I do see quite a bit of wood, maybe trees were cut down.

Pham: she just immigrated here from Vietnam 2 years ago. Her son lives in 903. My mom had dementia and she normally stayed with her to take care of her so she didn't check the mail. The boy is stupid and didn't pay attention and check the mail, so we didn't see it. The issue is after the winter came and we were going to clean up the lot and hire someone to cut the tree, it is on a high hill so we couldn't see the issue there. The people had time to come cut and maybe got busy and didn't have time to finish. We didn't see the letter. We tried to clean up the lot and have it hauled away. He was just going to come back when he had time, it was still cold in April.

Moermond: I heard you say the mail DID go to 903 Burr which is the owner's official address with Ramsey County taxation?

Pham: yes. Only her son lived there at 903 Burr. She stayed with my mom at 923 and she didn't pay attention to the mail at 903 for a while.

Moermond: I understand. Looking at Ramsey County taxation you bought the properties April 12, 2024 and at that time you told Ramsey County to send mail and taxes to 903 Burr.

Ha Phan: what month was that?

Moermond: there's a different purchase date for each of the properties.

Ha Phan: which property was sent to 903 Burr?

Moermond: both of them. We're printing out the record for you now. While that's happening, you were talking about hire someone to do the work and going by to check to see if it was done or not. I'm

confused about what was going on with the top of the hill where you said you couldn't see. Did they not clean that up? Or you later got the order and were going to check if it was done? What was happening?

Pham: we asked my relative to cut the tree when they had time. He did come when he had time and cut it down and we think when he finished he still had to come and he just cut it and didn't remove the tree there. We didn't have any notice. We normally walk by that property, but is really a high hill so we don't see things up there. At the time it was still cold so we don't pay much attention to that lot. We didn't have time to do it in April.

Moermond: the work wasn't done, obviously. Looking back, we have talked in the past and you've got help from Mr. Douglas Anderson. You told us this was a family transfer of property and at that point in time the seller, which was family, you purchased from didn't tell you about a pending assessment and there was some confusion around that. This was in January about notification issues. 7 months ago. That assessment got deleted.

Pham: we didn't buy from a relative, we bought from an agent.

Moermond: from what I was told in the hearing the relative sold to the agent who sold to you.

Pham: no, we only had the agent who sold to us. The relative is the one who went to cut the trees. We didn't buy from a relative.

Moermond: all the same, we did talk about notification issues in January. Seven months ago. That got deleted.

Pham: my address was 923 and its 923 here, and when I received the letter.

Moermond: here's what happened with timing on these. For 869 and 875 Clark when the properties were sold the address on the sales record is 923 Burr. Between that sale and the present, the address was changed to 903 Burr as the mailing address with the County. We didn't change that. We'll ask the County when that was changed and by whom. You didn't get notice at 923—

Pham: my understanding is we contact the mail at 923 but in end of 2024 we registered homestead at 903 and we didn't mention anything about the lot but I think the system may have updated everything when we changed the address for 903.

Moermond: that isn't likely. I understand that's your theory but we need to ask the County. We are talking about more than $5,000. I can't work off a theory. Who changed it to 903? It belongs to you and it is a legal address information to send mail too, and you chose not to open the mail and delegate to your son didn't open the mail. Neither of those are good signs. I'm happy to look more into it to straighten out the legal niceties, but this isn't looking great for you.

Pham: we know that is our mistake. That's why we didn't take care of it properly, but last month when I received the mail from the other lot, we tried to check the lot and we had to clean up the tall grass and then we just finished cutting it a few days ago.

Moermond: so you took care of the property the other day. That's good.

Pham: we were trying to cut the tree but unfortunately we didn't do it at the time it was cold. He said he'd still come back to work.

Moermond: I understand, but the City said the work needed to be done, it wasn't done. The City hired a crew to go out and clean it up and it cost the City a lot of money to cleanup these properties. What I'm willing to look at is any information about the address situation at the County but your inability to open the mail to check on basics of the property is not the responsibility of every other taxpayer in the City to cover the cost of this work. If you had 923 and it somehow got changed to 903 without your knowledge I need to take that into account, but also balance that with the fact the other is your property as well.

What I'm wondering, for what purpose did you buy these empty lots? It seems like they're hard to maintain. Putting in a house? A garden? For what purpose are you paying taxes on this property in the long run?

Pham: she'd just come here and she has two sons and the agent sold both lots at a discount, really low compared to the market. We did cut the branches this year to maintain it. We didn't ignore your notice; we didn't see the mail. We hope you had some waiver for us. When we pay taxes it just goes to the address on the plot so we didn't receive the mail for the tax statement. We are thinking to clean the lots or maybe sell or sell to my brother who is a builder. From now on we try to check the mail frequently. If anything in the past you can give us a waiver for, we really know now we need to cleanup and maintain the lot carefully.

Moermond: a $5,400 waiver is extraordinary for a mistake on your part. But I don't want to recommend this assessment be approved if it wasn't a mistake on your part. That's why I need to do the research with Ramsey County.

If I end up asking the Council to approve these I assume making them payable over time would be helpful versus one large sum. Perhaps 5 or 7 years?

Moermond: Ms. Martin has looked into 903 and 923 Burr records and the findings weren't great.

Martin: 903 Burr we had a complaint regarding the stairs not being to code, dangerous entry into building, and building inspector said it was existing property so we wouldn't get involved. 923 Burr doesn't have a permit either, a garage addition and someone's husband was going to call and get a permit. We need to do some research with the building department about the status of those properties.

Pham: we went to ask about a tag for 923 and we did the permit properly, I don't know how it says no permit.

Moermond: there is a building permit, the question is whether work was started before the permit was pulled. The more important piece is work was done in 2021 without a permit and a stop work order was issued. I see a different understanding of the permit process between 2021 and 2024 but this is not great.

Pham: the longer the better.

Moermond: we'll find out what the County has to say. We have an email address for Doug Anderson, would you like us to use yours as well. Would you like that translated into Vietnamese?

Pham: you can write in English.

Moermond: your Council Public Hearing is September 3, so won't rush but have something to you by mid-August.

2	City Council	09/03/2025	Continue Public Hearing	City Council	09/17/2025	
	Action Text:	Public hearing continued to September 17, 2025				

Text of Legislative File RLH TA 25-332

Ratifying the Appealed Special Tax Assessment for property at 875 CLARK STREET. (File No. J2524R, Assessment No. 258563)

..Hearing Date(s)
Date of LH: 07/22/25
Time of LH: 9AM
Date of CPH: 9/3/25

Cost: $2460
Service Charge: $164
Total Assessment: $2624

Name of Property Owner/Representative of Management Co.: Thi Thu Ha Phan (owner), Doug Anderson (BIL)
Type of Order/Fee: Summary Abatement Order issued by Willie Williams
Nuisance: To remove/dispose of tree branches from vacant lot
Date of Orders: 4/10/25
Compliance Date: 4/17/25
Re-Check Date: 4/18/25
Date Work Done: 5/9/25-work order completed by DSI contractor. SW
Work Order #: 25-026735
Returned Mail?: No
Comments: Fee:
Code Enforcement Fee: $124.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
DSI General Refuse (cu. yds.) Fee : $660.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
DSI Garbage Abatement Fee: $1,800.00 - Paid in Full: Yes - Payment Type: ASSESS - Payment Date: 05/15/2025
History of Orders on Property: 5/30/25-tgw (unfound), 8/26/24-tgw (unfound), 5/23/24-tgw (WO), 10/31/23-garbage (WO), 8/28/23-dumping (GOA), 8/28/23-tgw (abated), 5/17/23-dumping (PW), 7/8/22-tgw (WO)

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 April 15 to May 14, 2025. (File No. J2524R, Assessment No. 258563) 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 forthcoming.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

April 10, 2025

25 - 024647

SUMMARY ABATEMENT ORDER

OCCUPANT
875 CLARK ST
ST PAUL MN 55130

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 875 CLARK ST : 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 THE TREE BRANCHES AND TREE LOGS FROM THE VACANT LOT THANK YOU. Comply before April 17, 2025

Comply before: April 17, 2025

Questions: Call your Inspector Willie Williams

Phone Number: 651-266-1942

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before April 17, 2025, 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 $450 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:

Thi Thu Ha Phan 903 Burr St St Paul MN 55130-4007

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

April 10, 2025

25 - 024647

SUMMARY ABATEMENT ORDER

THI THU HA PHAN
903 BURR ST
ST PAUL MN 55130-4007

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Also send to:

Occupant

sa.rpt 9/1

1965

875 Clark St

04/10/2025: *Compliance Recheck - TREE BRANCHES AND TREE LOGS IN THE VACANT LOT SA SENT RECHECK ON 4-17-25.



875 Clark St

04/10/2025: *Compliance Recheck - TREE BRANCHES AND TREE LOGS IN THE VACANT LOT SA SENT RECHECK ON 4-17-25.



875 Clark St
*Compliance Recheck - PER REINSPECTION ON 4-17-25 THE TREE BRANCHES REMAIN IN THE VACANT LOT. AS OF 4-18-25 AT 7:19 A.M. NO REPLY FROM THE PROPERTY OWNER. W.O. SENT PHOTOS TAKEN ON 4-17-25.



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Date:	**May 12, 2025 (work done 5/9/25)**	**HP District:**	
File #:	**25 - 026736**	**Property Name:**	
Folder Name:	**875 CLARK ST**	**Survey Info:**	
PIN:	**292922320085**		



BEFORE PHOTO

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AFTER PHOTO

Mai Vang

From: Tanya Panzer
Sent: Monday, August 25, 2025 8:49 AM
To: Mai Vang
Subject: RE: 869 and 875 Clark Street

I believe Ramsey Co has removed the block as of today, but we haven't been able to load the weekly file since 7/28/2025.

869 Clark St/292922320084 – Thi Thu Ha Phan 903 Burr St
875 Clark St/292922320085 – Thi Thu Ha Phan 903 Burr St
923 Burr St/292922310053 – Phong Pham 923 Burr St
903 Burr St/292922310049 -– Thi Thu Ha Phan 903 Burr St

Tanya J Panzer
Office of Financial Services
15 W Kellogg Blvd, 700 City Hall
Saint Paul, MN 55102
M: (651) 266-8858 Option 1
D: (651) 266-6153
www.StPaul.gov/assessments

SAINT PAUL
MINNESOTA

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Monday, August 25, 2025 8:38 AM
To: Tanya Panzer <tanya.panzer@ci.stpaul.mn.us>
Subject: FW: 869 and 875 Clark Street

Hi Tanya,
Would you have this information. RC blocked us so unable to ask them, unless I call them but not sure if they want to take our calls either. This is for both addresses going to 9/3 PH

Mai

From: Mai Vang
Sent: Wednesday, July 30, 2025 3:38 PM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>; Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Cc: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
Subject: RE: 869 and 875 Clark Street

Hi,
I forgot to ask one more question.

When and who updated the tax address at 869 and 875 Clark from 923 to 903 Burr Street?

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102
SAINT PAUL
MINNESOTA

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, July 24, 2025 12:13 PM
To: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>; Mai Vang <mai.vang@ci.stpaul.mn.us>
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

Hello,

Taxpayer Services, please update the mailing address. The last recorded deed is document number 5027027.

Thank you.

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Thursday, July 24, 2025 11:05 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: 869 and 875 Clark Street

This Message Is From an External Sender
This message originated from outside the Ramsey County email system. Use caution when clicking h
pictures or opening attachments.
Report Suspicious

Hello,
We had a hearing on these 2 properties on Tuesday, July 22 and owner stated that the mailing address with Ramsey County should be corrected to 923 Burr Street and not 903 Burr Street. I checked the last sale transaction and it did say 923. Please make this change and let me know.

Thanks,

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

Mai Vang

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Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

1988

DEPARTMENT OF REVENUE

View Summary for Completed eCRV ID 1647781 1647781

County:Ramsey Auditor ID:

Submit Date: 05/14/2024 10:38 AM Accept Date: 06/04/2024 1:24 PM

Buyers Information

Person name:	**Thi Thu Ha Phan**
Address:	**923 Burr Street, Saint Paul, MN 55130 United States**
Foreign address:	**No**
Phone number:	**(651) 399-7002**
Email:	

****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Sellers Information

Organization name:	**Trikin Ventures LLC, a Wisconsin Limited Liability Company**
Address:	**430 Whispering Pines Road, Hudson, WI 54016 United States**
Foreign address:	**No**
Phone number:	**(651) 246-5070**
Email:	

****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Property Information

County:	**Ramsey**
Legal description:	**Lot 7, Block 6, Edmund Rice's First Addition to Saint Paul, according to the recorded plat thereof, Ramsey County, Minnesota. Abstract property**
Deeded acres:	
Will use as primary residence:	**No**
What is included in the sale:	**Land only**
New construction:	**No**

Property Location(s)

Property location:	**875 Clark Street, St. Paul, 55130**

Preliminary Parcel IDs

Parcels to be split or combined:	**No**
Primary parcel ID:	**292922320085**
Additional parcel ID(s):	

Use(s)

Planned use:	**Unimproved/Vacant Land / Rural/vacant**

Primary use:	**Yes**
Prior use:	**Unimproved/Vacant Land / Rural/vacant**

Sales Agreement Information

Deed Type:	**Warranty Deed**
Date of Deed or Contract:	**04/12/2024**
Purchase amount:	**$20,000.00**
Downpayment amount:	**$20,000.00**
Seller-paid points:	**$0.00**
Delinquent Special Assessments and Delinquent Taxes Paid by Buyer:	**$0.00**
Financing type:	**Cash**

Personal Property

Personal property included:	**No**

Sales Agreement Questions

Buyer leased before sale:	**No**	Lease option to buy:	**No**
Seller leased after sale:	**No**	Minimum rental income guaranteed:	**No**
Partial interest indicator:	**No**	Contract payoff or deed resale:	**No**
Received in trade:	**No**	Like exchange (IRS section 1031):	**No**
Purchase over two years old:	**No**		

Supplementary Information

Buyer paid appraisal:	**No**	Appraisal value:	**$0.00**
Seller paid appraisal:	**No**	Appraisal value:	**$0.00**
Buyer and seller related:	**No**	Organization tax exempt:	**No**
Government sale:	**No**	Foreclosed, condemned or legal proceedings:	**No**
Gift or inheritance:	**No**	Name change:	**No**
Buyer owns adjacent property:	**No**		
Public promotion:	**No**		
Comment on public promotion:	**Through a mutual friend.**		
Significant different price paid:	**No**		
Comment on price difference:			

Submitter Information

Submit date:	**05/14/2024 10:38:31 AM**
Submitter:	**Camille Lund**
Organization:	**TitleSmart, Inc**
Email:	**camille@title-smart.com**
Phone number:	**(651) 779-3075**
Comments:	

Terms Accepted by the Submitter:

I declare under penalty of law that I have examined the information entered and submitted on this form, and, based on what I know and believe to be true, the information entered on this form is complete and correct.

County Data Information

County ID:	**62**
Deed type code:	**Warranty Deed**
Deed document ID:	
Sales agreement net amount:	**$20,000.00**

Sales Price Adjustment(s)

Property Attributes

Year structure built:		Parcel new construction percent:	
Gross Building Area:		Deeded acres:	
Parcel water influence:	**None**		
Neighborhood code:			
Exempt wetland:	**No**		
Exempt native prairie:	**No**		

Property Type(s)

Property Group:	**Residential**		
Property Type:			
Primary type:	**Yes**	Exempt:	**No**
Contributing parcels:	**1**		

County Assessment

Land value:	**$8,500.00**	Assessment Year:	**2024**
Building value:	**$0.00**		
Total market value:	**$8,500.00**		

County Recommendation for County Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

County Recommendation for State Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

Final Parcels

(primary parcel listed first)

Parcel ID:	**292922320085**	Seq:	
Jurisdiction:	**St. Paul**	SD:	**St. Paul**
CER:		CPI:	

No delinquent taxes & transfer entered

Jun 4, 2024 1:20 PM

Ramsey County, Minnesota
Tracy M. West
County Auditor and Treasurer

Doc No **A05027475**

Certified, filed and/or recorded on
Jun 4, 2024 1:20 PM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 408 Pkg ID 1618394E

CRV# 1647781

County Conservation Fee	$5.00
Document Recording Fee Abstract	$46.00
Environmental Response Fund .0001	$2.00
State Deed Tax .0033	$66.00
Document Total	$119.00

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.7 (2016)

eCRV number: 1647781
DEED TAX DUE: $68.00

DATE: April 12, 2024

FOR VALUABLE CONSIDERATION, Trikin Ventures LLC, a Limited Liability Company under the laws of Wisconsin **("Grantor")**, hereby conveys and warrants to Thi Thu Ha Phan **("Grantee")**, as

(Check only one box)

☐ Tenants in Common
☐ Joint Tenants

(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Ramsey County, Minnesota, legally described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

TitleSmart, Inc.
4810 White Bear Parkway #100
White Bear Lake, MN 55110
File#287714

Check applicable box:

☑ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Trikin Ventures LLC, a Wisconsin Limited Liability Company

BY: _____
Curtis A. Fluegel
Chief Manager

State of Minnesota
County of Washington

This instrument was acknowledged before me on April 12, 2024, by Curtis A. Fluegel as Chief Manager of Trikin Ventures LLC, a Limited Liability Company under the laws of Wisconsin.

AMY BAKKE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

_____
(signature of notarial officer)
Title (and Rank): _____
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
TitleSmart, Inc.
4810 White Bear Parkway, Suite 100
White Bear Lake, MN 55110

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Thi Thu Ha Phan
923 Burr Street
Saint Paul, MN 55130

EXHIBIT "A"

Lot 7, Block 6, Edmund Rice's First Addition to Saint Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

Abstract property

No delinquent taxes & transfer entered

Jul 28, 2025 10:37 AM

Ramsey County, Minnesota
Tracy M. West
County Auditor and Treasurer

Doc No **A05073469**

Certified, filed and/or recorded on
Jul 28, 2025 10:37 AM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 203 Pkg ID 1671762C

CRV# 1757898

County Conservation Fee	$5.00
Document Recording Fee Abstract	$46.00
Environmental Response Fund .0001	$2.10
State Deed Tax .0033	$69.30
Document Total	$122.40

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.1 (2018)

eCRV number: 1757898

DEED TAX DUE: $~~68~~ 71.40

DATE: 05/09/2025
(month/day/year)

FOR VALUABLE CONSIDERATION, Thi Thu Ha Phan (Single)
(insert name and marital status of each Grantor)

("**Grantor**"),

hereby conveys and warrants to Han Van Phan
(insert name of each Grantee)

("**Grantee**"), as

(Check only one box.)

■ tenants in common,
☐ joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Ramsey County, Minnesota, legally described as follows:

Parcel ID 292922320085 VACANT LAND at 875 CLARK ST ST PAUL MN 55130-4212 with a total gross area of 0.1515 Acres (50'*132') Lot 7, Block 6, Edmund Rice's First Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota. Abstract property

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ■ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: .)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

(signature)

(signature)

(signature)

(signature)

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on 5/9/25 *(month/day/year)*, by Thi Thu Ha Phan (Single)

(insert name and marital status of each Grantor)

(Stamp)

ROSS W PATTEE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

(signature of notarial officer)

Title (and Rank): Bank Manager

My commission expires: 1/31/27 *(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Thi Thu Ha Phan

923 Burr St N, Saint Paul, MN 55130

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Han Van Phan

2204 MCAFEE CIRCLE, MAPLEWOOD, MN 55109

DEPARTMENT OF REVENUE

View Summary for Completed eCRV ID 1757898 1757898

County:Ramsey Auditor ID:

Submit Date: 07/24/2025 9:41 AM Accept Date: 07/28/2025 11:53 AM

Buyers Information

Person name:	**Han Van Phan**
Address:	**2204 MCAFEE CIRCLE, MAPLEWOOD, MN 55109 United States**
Foreign address:	**No**
Phone number:	**(612) 644-3866**
Email:	**vpbuildco@gmail.com**
	****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Sellers Information

Person name:	**Thi Thu Ha Phan**
Address:	**923 Burr St N, Saint Paul, MN 55130 United States**
Foreign address:	**No**
Phone number:	**(763) 923-9731**
Email:	**phan.tibibo@gmail.com**
	****** MN Revenue does not display SSN/Tax ID fields due to privacy. ******

Property Information

County:	**Ramsey**
Legal description:	**Parcel ID 292922320085 VACANT LAND at 875 CLARK ST ST PAUL MN 55130-4212 with a total gross area of 0.1515 Acres (50'*132') Lot 7, Block 6, Edmund Rice's First Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota. Abstract property**
Deeded acres:	
Will use as primary residence:	**Yes**
What is included in the sale:	**Land only**
New construction:	**No**

Property Location(s)

Property location:	**875 CLARK ST, St. Paul, 55130**

Preliminary Parcel IDs

Parcels to be split or combined:	**No**
Primary parcel ID:	**292922320085**
Additional parcel ID(s):	

Use(s)

Planned use:	**Unimproved/Vacant Land / Rural/vacant**
Primary use:	**Yes**
Prior use:	**Unimproved/Vacant Land / Rural/vacant**

Sales Agreement Information

Deed Type:	**Warranty Deed**
Date of Deed or Contract:	**05/09/2025**
Purchase amount:	**$21,000.00**
Downpayment amount:	**$0.00**
Seller-paid points:	**$0.00**
Delinquent Special Assessments and Delinquent Taxes Paid by Buyer:	**$0.00**
Financing type:	**Cash**

Personal Property

Personal property included:	**No**

Sales Agreement Questions

Buyer leased before sale:	**No**	Lease option to buy:	**No**
Seller leased after sale:	**No**	Minimum rental income guaranteed:	**No**
Partial interest indicator:	**No**	Contract payoff or deed resale:	**No**
Received in trade:	**No**	Like exchange (IRS section 1031):	**No**
Purchase over two years old:	**No**		

Supplementary Information

Buyer paid appraisal:	**No**	Appraisal value:	**$0.00**
Seller paid appraisal:	**No**	Appraisal value:	**$0.00**
Buyer and seller related:	**Yes**	Organization tax exempt:	**No**
Buyer and seller relationship:			
Government sale:	**No**	Foreclosed, condemned or legal proceedings:	**No**
Gift or inheritance:	**No**	Name change:	**No**
Buyer owns adjacent property:	**No**		
Public promotion:	**No**		
Comment on public promotion:	**Family**		
Significant different price paid:	**No**		
Comment on price difference:			

Submitter Information

Submit date:	**07/24/2025 9:41:27 AM**
Submitter:	**Han Phan**
Organization:	

Email:	**vpbuildco@gmail.com**
Phone number:	**(612) 644-3866**
Comments:	

Terms Accepted by the Submitter:

I declare under penalty of law that I have examined the information entered and submitted on this form, and, based on what I know and believe to be true, the information entered on this form is complete and correct.

County Data Information

County ID:	**62**
Deed type code:	**Warranty Deed**
Deed document ID:	
Sales agreement net amount:	**$21,000.00**

Sales Price Adjustment(s)

Property Attributes

Year structure built:		Parcel new construction percent:	
Gross Building Area:		Deeded acres:	
Parcel water influence:	**None**		
Neighborhood code:			
Exempt wetland:	**No**		
Exempt native prairie:	**No**		

Property Type(s)

Property Group:	**Residential**		
Property Type:			
Primary type:	**Yes**	Exempt:	**No**
Contributing parcels:	**1**		

County Assessment

Land value:	**$25,000.00**	Assessment Year:	**2025**
Building value:	**$0.00**		
Total market value:	**$25,000.00**		

County Recommendation for County Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

County Recommendation for State Study

Good for study:	**No**
Reject reason-1:	**02 - Relative Sale**

Final Parcels

(primary parcel listed first)

Parcel ID:	**292922320085**	Seq:	
Jurisdiction:	**St. Paul**	SD:	**St. Paul**
CER:		CPI:	

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
You can pay by check, credit card or debit card.
CORE Business Technologies charges a service fee which is applied directly to your payment.
- E-check: $1 per transaction
- Credit card or debit card: 2.49% per transaction

For payment history, please see Tax Transaction History

Summary View

Parcel ID	292922320085
Parcel Status	Active
Property Address	875 CLARK ST ST PAUL MN 55130-4212
Sec/Twp/Rng	29/29/22
Brief Tax Description	EDMUND RICE'S FIRST ADDITION LOT 7 BLK 6 (Note: Not to be used on legal documents)
Parcel Area	0.1515
Parcel Width	50 Feet
Parcel Depth	132 Feet (Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification	4B4 UNIMPROVED RESIDENTIAL LAND;
Homestead Status	Non homestead
Roll Type	Real Property
Municipality	ST PAUL
District Code	0151 For homestead vs non-homestead tax calc - use District code above - click here
School District	ISD #625
Watershed	CAPITOL REGION W/S
TIF District	
Land Use Code	500 RESIDENTIAL, VACANT LAND, LOT * The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning. * Please contact the zoning authority for information regarding zoning. * To determine whether your property is Abstract or Torrens, call 651-266-2050

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Han Van Phan	2204 Mcafee Cir Saint Paul MN 55109-2536

Current Tax Year

*Information listed is as of yesterday. For specific payoff information contact Property Tax Info at 651-266-2000
See Tax Transaction History for payment and/or adjustment information.

First Half Due 05-15-2025		**Second Half Due 10-15-2025**	
Amount Due	$0.00	**Amount Due**	$84.00
Penalty & Fees Due (thru current month)	$0.00	**Penalty & Fees Due (thru current month)**	$0.00
Balance Due	$0.00	**Balance Due**	$84.00

Total Due $84.00

Tax Summary

For payment history, please see Tax Transaction History

		2025 Payable	2024 Payable	2023 Payable	2022 Payable	2021 Payable
	Estimated Market Value	$8,500	$8,500	$8,500	$8,500	$4,300
	Taxable Market Value	$8,500	$8,500	$8,500	$8,500	$4,300
	Net Tax Amount	$168.00	$155.76	$158.40	$166.00	$81.84
+	Special Assessments	$0.00	$366.24	$623.60	$0.00	$78.16
=	**Total Taxes**	**$168.00**	**$522.00**	**$782.00**	**$166.00**	**$160.00**
+	Penalty	$0.00	$0.00	$0.00	$0.00	$0.00
+	Interest	$0.00	$0.00	$0.00	$0.00	$0.00
+	Fees	$0.00	$0.00	$0.00	$0.00	$0.00
-	Amount Paid	$84.00	$522.00	$782.00	$166.00	$160.00
=	**Outstanding Balance**	**$84.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax Transaction History

Tax Year	Business Date	Effective Date	Transaction Type	Tax Amount	Special Assessment	Penalty	Interest	Fees	Overpayment	Total
2025	5/13/2025	5/13/2025	Payment	($84.00)	$0.00	$0.00	$0.00	$0.00	$0.00	($84.00)
2025	3/1/2025	3/1/2025	Original	$168.00	$0.00	$0.00	$0.00	$0.00	$0.00	$168.00
2024	4/17/2024	4/17/2024	Payment	($77.88)	($183.12)	$0.00	$0.00	$0.00	$0.00	($261.00)
2024	4/17/2024	4/17/2024	Payment	($77.88)	($183.12)	$0.00	$0.00	$0.00	$0.00	($261.00)
2024	3/1/2024	3/1/2024	Original	$155.76	$366.24	$0.00	$0.00	$0.00	$0.00	$522.00
2023	9/28/2023	9/27/2023	Payment	($79.20)	($311.80)	$0.00	$0.00	$0.00	$0.00	($391.00)
2023	4/25/2023	4/25/2023	Payment	($79.20)	($311.80)	$0.00	$0.00	$0.00	$0.00	($391.00)
2023	3/1/2023	3/1/2023	Original	$158.40	$623.60	$0.00	$0.00	$0.00	$0.00	$782.00

Sales

Date	eCRV #	Sale Price	State Study Recommendation	State Study Reject Reason	Cnty Stdy Rec
1/31/2002		$60,000	N	09-TRADE OR GIFT OR ESTATE SALE	N
4/25/2005		$130,900	Y		Y
3/13/2009		$9,000	N	15-DISTRESSED OR FORCED SALE	N
4/12/2024	1647781	$20,000	N	02-RELATIVE SALE OR RELATED BUSINESS	N
5/9/2025	1757898	$21,000	N	02-RELATIVE SALE OR RELATED BUSINESS	N

Statements and Notices

2025
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2024
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2023
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2022
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2021
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

2020
Value Notice
Tax Statement
Payment Stubs
Proposed Tax Statement

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

Form M1PR(Property Tax Refund)

No data available for the following modules: Multi-Parcel Link, Delinquent Taxes, Special Assessments, Photos.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/28/2025, 5:03:47 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

No delinquent taxes & transfer entered

Jul 13, 2023 2:45 PM

Ramsey County, Minnesota
Tracy M. West
County Auditor and Treasurer

Doc No **A04994646**

Certified, filed and/or recorded on
Jul 13, 2023 2:45 PM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 408 Pkg ID 1579769C

CRV# 1535175

County Conservation Fee	$5.00
Document Recording Fee Abstract	$46.00
Environmental Response Fund .0001	$3.40
State Deed Tax .0033	$112.20
Document Total	$166.60

This cover sheet is now a permanent part of the recorded document.

Prepared By

Name: Trang Phan
Address: 841 BURR ST, St. Paul

State: MN Zip Code: 55130

After Recording Return To
Tax statement sent to
Name: Thi Thu Ha Phan
Address: 923 BURR ST, St. Paul

State: MN Zip Code: 55130

Space Above This Line for Recorder's Use

ECRV 1535175

GENERAL WARRANTY DEED

deed tax due: $115.60

STATE OF Minnesota

Ramsey County COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Thirty four thousand and 0/00 Dollars ($ 34,000.00) in hand paid to Douglas Anderson & Trang Phan, a Seller-a married couple, residing at 841 BURR ST, County of Ramsey, City of St. Paul, State of Minnesota (hereinafter known as the "Grantor(s)") hereby grants, warrants, and conveys to Thi Thu Ha Phan, a Buyer, residing at 923 BURR ST, County of Ramsey, City of St. Paul, State of Minnesota (hereinafter known as the "Grantee(s)") the following *described real estate (*and in Exhibit A if attached), situated in Ramsey County, _____ to-wit:

Vacant land at 903 BURR ST, ST PAUL, MN 55130-4007 vacant land with a total gross area of 0.15 Acres (50' * 132')

Tax Parcel ID - 292922310049

Lot 1, Block 9, Edmund Rice's First Addition to St. Paul, Ramsey County, Minnesota.

[INSERT LEGAL DESCRIPTION HERE AND/OR ATTACH EXHIBIT A]

TOGETHER WITH all the rights, members and appurtenances to the Real Estate in anywise appertaining or belonging thereto.

The seller certifies that the seller does not know of any wells on the described real property.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, their heirs and assigns forever.

And said Grantors, for said Grantors, their heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

Douglas Anderson	
Grantor's Signature	Grantor's Signature
Douglas Anderson	Trang Phan
Grantor's Name	Grantor's Name
Address	Address
841 BURR ST, ST PAUL, MN 55130	841 BURR ST, ST PAUL, MN 55130
City, State & Zip	City, State & Zip

In Witness Whereof,

Witness's Signature	Witness's Signature
Witness's Name	Witness's Name
Address	Address
City, State & Zip	City, State & Zip

STATE OF Minnesota)

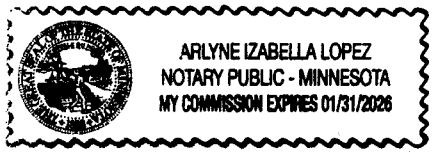
COUNTY OF Ramsey)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas Anderson & Trang Phan whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 7 day of July, 2023

Notary Public

My Commission Expires: 01-31-2026



Doc No **A04684868**

Certified, filed and/or recorded on
Nov 6, 2017 2:38 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 702 Pkg ID 1218138C

Document Recording Fee Abstract	$46.00
Non Recorded Document Copy	$1.00
Notary Fee	$1.00
Document Total	$48.00

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

TRANSFER ON DEATH DEED
by Unmarried Grantor Owner
Minn. Stat. 507.071

Minnesota Uniform Conveyancing Blanks
Form 10.8.1 (2011)

NO DEED TAX DUE
pursuant to Minn. Stat. 287.22(15)

DATE: Nov 06, 2017
(month/day/year)

PHONG PHAM,
(insert name of Grantor Owner)

an unmarried person ("**Grantor Owner**"), hereby conveys and quitclaims to

TRANG T PHAN
(insert name of each Grantee Beneficiary)

("**Grantee Beneficiary**"),

effective on the death of the Grantor Owner, real property in 923 Burr ST. St. Paul → RAMSEY County, Minnesota, legally described as follows:

Lot Five (5), Block Nine (9), Edmund Rice's First Additim to St. Paul, Ramsey County, Minnesota

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

NOTE: This deed should be used only when the Grantor Owner is a single person. Pursuant to Minn. Stat. 507.071, subd. 8, this deed must be recorded before the death of the Grantor Owner.

2009

2929223100 53

1-2

If checked, the following optional statement applies:

☐ When effective, this instrument conveys any and all interests in the described real property acquired by the Grantor Owner before, on, or after the date of this instrument.

Grantor Owner

_____
(signature)

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on November 6, 2017, by
(month/day/year)

Phong Pham
(insert name of Grantor Owner)

_____, an unmarried person.

(Stamp)

KATHLEEN BRUCE
Notary Public-Minnesota
My Commission Expires Jan 31, 2021

Kathleen Bruce
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Trang Phan
923 Burr St. N.
St. Paul, MN 55130

Doc No **A04702102**

Certified, filed and/or recorded on
Mar 15, 2018 3:03 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 309 Pkg ID 1237403M

Document Recording Fee Abstract	$46.00
Document Total	$46.00

This cover sheet is now a permanent part of the recorded document.

3

RELEASE OF
MINNESOTA NOTICE OF POTENTIAL CLAIM

NOW, on this **9th** day of **March, 2018**, the Minnesota Department of Human Services, by and through the undersigned, its duly appointed and acting representative, hereby releases and discharges its **Notice of Potential Claim** for **Medical Assistance** benefits paid on behalf of **Sylvia Barron** filed in **Ramsey County**, Minnesota, on **April 12, 2012** as Document No. **4329685.**

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: Jan Curran

Jan Curran
Lien Administrator Sr., Special Recovery Unit

State of Minnesota)
) SS
County of Ramsey)

This instrument was acknowledged before me on **March 9, 2018**, by Jan Curran, Lien Administrator Sr., Special Recovery Unit, of the Minnesota Department of Human Services.

Nacole Lynn Lind

Notary Public
My Commission Expires: January 31, 22

NACOLE LYNN LIND
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022

THIS INSTRUMENT DRAFTED BY:
Jan Curran
Special Recovery Unit
Minnesota Department of Human Services
P.O. Box 64995
St. Paul, Minnesota 55164-0995
651-431-3154

BARRON, SYLVIA / NPC # 04859

2012

Mai Vang

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, August 28, 2025 2:01 PM
To: Mai Vang
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

From: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Sent: Thursday, August 28, 2025 9:38 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: RE: 869 and 875 Clark Street

Good morning,

Sorry for the delayed response. It looks like the mailing address was changed on 7/24. I did a search through the property tax emails for a possible request for the change, but didn't see anything. Do you want me to change the mailing addresses?

Thank you.

Jennifer Olson

Property Tax, Records & Election Services | *Information and Public Records*
90 West Plato Boulevard, St. Paul, MN 55107

RAMSEY COUNTY

ramseycounty.us | Facebook | Twitter | LinkedIn | e-Updates | Privacy notice

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Monday, August 25, 2025 10:19 AM
To: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Subject: FW: 869 and 875 Clark Street

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Monday, August 25, 2025 9:03 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>; Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>
Subject: RE: 869 and 875 Clark Street

This Message Is From an External Sender
This message originated from outside the Ramsey County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Report Suspicious

Hi,
I am following up on a question from 7/30. See attached.
Note: we have hearings on this on 9/3.

Thanks.

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

From: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Sent: Thursday, July 24, 2025 12:13 PM
To: Property Tax Info <AskPropertyTaxandRecords@CO.RAMSEY.MN.US>; Mai Vang <mai.vang@ci.stpaul.mn.us>
Subject: FW: 869 and 875 Clark Street

Think Before You Click: This email originated **outside** our organization.

Hello,

Taxpayer Services, please update the mailing address. The last recorded deed is document number 5027027.

Thank you.

Please note: Ramsey County does not perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy or reference purposes only and does not carry any warranties or fitness for particular use.

From: Mai Vang <mai.vang@ci.stpaul.mn.us>
Sent: Thursday, July 24, 2025 11:05 AM
To: Ask County Recorder <AskCountyRecorder@CO.RAMSEY.MN.US>
Subject: 869 and 875 Clark Street

This Message Is From an External Sender
This message originated from outside the Ramsey County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Report Suspicious

Hello,
We had a hearing on these 2 properties on Tuesday, July 22 and owner stated that the mailing address with Ramsey County should be corrected to 923 Burr Street and not 903 Burr Street. I checked the last sale transaction and it did say 923. Please make this change and let me know.

Thanks,

Mai Vang
(She, her)
Legislative Hearing Coordinator | St Paul City Council
M: (651) 266-8585 ; D: (651) 266-8563
310 City Hall, 15 W. Kellogg Blvd, St Paul, MN 55102

SAINT PAUL
MINNESOTA

City of Saint Paul

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

Master

File Number: RLH TA 25-119

File ID:	RLH TA 25-119	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	02/20/2025
File Name:	263 Curtice St W			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 263 CURTICE STREET WEST. (File No. J2507T1, Assessment No. 258537) (Continued public hearing to August 27, 2025)

Notes: Jeremy Arneberg
jeremyarneberg8@gmail.com
651-313-1021

2/21/25: sent packet. mv

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 2	**Agenda Number:**	38
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	263 Curtice St W.TGW 7-11-24.pdf, 263 Curtice St W.SA Ltr +photo 7-11-24.pdf, 263 Curtice St W.Photos 7-11-24.pdf, 263 Curtice St W.Photo 7-26-24.pdf, 263 Curtice St W.Contractor photos 8-14-24.pdf, 8-14-2024 Warners Invoice (1).pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	2/20/2025	Vang, Mai	Approve	2/26/2025
2	1	3/6/2025	Moermond, Marcia	Approve	3/7/2025
2	2	3/6/2025	Ward 2 - FYI	Notified - FYI	
2	3	3/13/2025	Rebecca Noecker	Approve	3/10/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	02/25/2025	Referred	City Council	03/19/2025		

Action Text: Referred to the City Council due back on 3/19/2025

Notes: *Continue CPH to August 27, 2025 and if no same or similar violations reduce assessment from $365.25 to $183, otherwise approve in full.*

Jeremy Arneberg, owner, appeared via phone

[Moermond gives background of appeals process]

Arneberg: I was just mostly confused and wanted to verify that I wasn't dinged for the empty lot next door.

Staff report by Supervisor Lisa Martin: a Summary Abatement Order was issued for tall grass and weeds issued July 11, 2024. Compliance date of July 15. We did do a recheck July 24. Rechecked again July 25. We also had orders on the neighboring property and did rechecks there. Work order was sent for a total assessment of $365.25. History on the property: July 9, 2024 exterior, same thing. January of 2022 garbage, no action. July 15, 2020 some animal issues.

Moermond: you are right, they also had overgrown vegetation and also got orders. So both of your houses got that.

Arneberg: the crew of 3 young men they sent were probably working for 20 minutes in my yard. I see they have a minimum charge.

Moermond: looking at the photos, the crew charged .75 "man hours". 3 people for 15 minutes or one person for 45 minutes. I'm looking at photos and it does look like both your property and the neighbor's had significant overgrowth. Are you having trouble taking care of your yard? Would you like some information about services that may be able to help?

Arneberg: potentially. I was assaulted last winter and I have [medical condition] and I was going through a hard time and I didn't receive the initial letter. It got misplaced, it was unopened when I found it. I apologize, I won't let it get like that again.

Moermond: are you on disability?

Arneberg: disability, yes.

Moermond: do you have a CADI waiver for services?

Arneberg: no.

Moermond: we'll send you contact information for someone with Ramsey County Public Health and she may be able to help with some services to manage moving forward. The crew did go out, I understand you're having difficulty taking care of this. I'll recommend this is divided over 5 years.

Arneberg: I have a small yard; I should be able to maintain it. Any information would be welcome though.

Moermond: in further review, if we could go with no same or similar violations through September 1, we'll cut this in half.

2	City Council	03/19/2025	Continue Public Hearing	City Council	08/27/2025
	Action Text:	Public hearing continued to August 27, 2025			
2	City Council	08/27/2025	Continue Public Hearing	City Council	09/17/2025
	Action Text:	Public hearing continued to September 17, 2025			

Text of Legislative File RLH TA 25-119

Ratifying the Appealed Special Tax Assessment for property at 263 CURTICE STREET WEST. (File No. J2507T1, Assessment No. 258537) (Continued public hearing to August 27, 2025)

..Hearing Date(s)
Date of LH: 2/25/25 (originally 12/17/24)
Time of LH: 10 am
Date of CPH: 3/12/25 (originally 2/19/25

Cost: $201.25
Service Charge: $164
Total Assessment: $365.25
Name of Property Owner/Representative of Management Co.: Jeremy Arneberg
Type of Order/Fee: SA
Nuisance: Notice to cut tall/grass/weeds Ltr and SA Ltr
Date of Orders: 7/11/24
Compliance Date: 7/15/24 (SA indicated 7/11/24 which is incorrect)
Re-Check Date: 7/24/25 - will recheck on 7/25/24, have 3 properties together with TGW, will send WO for all three at once if not complete; 7/25/24-have 3 properties next to each other. will recheck 7/25/24 (i think inspector meant 7/26/24) - found tgw, not abated, photos taken, WO sent
Date Work Done: 8/14/24
Work Order #: 24-062583
Returned Mail?: No
Comments:
History of Orders on Property: 7/9/24-exterior (same as above), 1/26/22-garbage (close with no action), 7/15/20-animals (no action)

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 Tall Grass and Weed Removal services during August 1 to 30, 2024. (File No. J2507T1, Assessment No. 258537) 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 $365.25 to $183 if no same or similar violation(s) by August 27, 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

7/11/24

RICHARD J ARNEBERG
263 CURTICE ST W
ST PAUL MN 55107-3454

NOTICE TO CUT TALL GRASS AND/OR WEEDS

263 CURTICE ST W File #: 24 - 057419 Insp: 345

IF THE GRASS AND/OR WEEDS HAVE ALREADY BEEN CUT,
THANK YOU AND PLEASE DISREGARD THIS NOTICE.

Dear Owner/Occupant/Responsible Party:

We received a complaint of tall grass and/or weeds for this property address. The Saint Paul Legislative Code, Chapter 45, requires property owners and/or occupants to keep the grass and/or weeds less than eight (8) inches in height. This is your official notice to cut and remove tall grass, weeds and rank plant growth from your yard, the boulevard, and from the garage and/or alley areas.

To ensure compliance with the ordinance, a Code Enforcement Officer will inspect the property after 72 hours from the postmark on this letter. If the grass and/or weeds are more than eight (8) inches, the Enforcement Officer will schedule a City Work Crew to immediately do this work. The cost of cutting the tall grass and/or weeds is $160 per hour plus expenses, with a minimum charge of one (1) hour. This fee plus administrative costs will be added to the special assessments against the property, to be paid with the Real Estate Taxes.

Your cooperation in cutting the grass and/or weeds will be appreciated by the people in your neighborhood. Let's all work together to make Saint Paul the best it can be! If you have any further questions regarding this notice, if you are elderly or disabled and need help with cutting the grass or if you no longer own this property, please call the Code Enforcement Area Inspector Hector Caballero at 651-266-9158.

The scheduled inspection date for your property is on or after: July 15, 2024

Also Sent To:
Jeremy Mark Arneberg 263 W Curtice St St Paul MN 55107-3454

APPEALS: You may appeal this order and obtain a hearing before the City Council by completing an appeal application with the City Clerk immediately upon receipt of this letter. You may obtain an appeal application from the City Clerk's Office, Room 310 in City Hall, 15 W Kellogg Blvd., St. Paul, MN 55102. The telephone number is (651) 266-8688. You must submit a copy of this Summary Abatement Notice with your appeal

*WARNING Code inspection and enforcement trips cost the taxpayers money. If the violations are not corrected within the time period required in this notice, the city's costs in conducting a reinspection after the due date for compliance will be collected from the owner rather than being paid by the taxpayers of the city. If additional new violations are discovered within the next following 12 months, the city's costs in conducting additional inspections at this same location within said 12 months will be collected from the owner rather than being paid by the taxpayers of the city. Any such future costs will be collected by assessment against the real property and are in addition to any other fines or assessments which may be levied against you and your property.

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

7/11/24

JEREMY MARK ARNEBERG
263 W CURTICE ST
ST PAUL MN 55107-3454

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CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

July 11, 2024

24 - 057419

SUMMARY ABATEMENT ORDER

RICHARD J ARNEBERG
263 CURTICE ST W
ST PAUL MN 55107-3454

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 263 CURTICE ST W: please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

1. Cut and remove tall grass, weeds and rank plant growth from yard, blvd, and alley areas.
PLEASE CUT ALL TALL GRASS AND WEEDS ON ENTIRE PROPERTY, INCLUDING THE BOULEVARD. ESPECIALLY TALL WEEDS ALONG FENCE LINES AND AROUND THE HOUSE. THANK YOU. Comply before July 11, 2024

Comply before: July 11, 2024

Questions: Call your Inspector Hector Caballero

Phone Number: 651-266-9158

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before July 11, 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:

Jeremy Mark Arneberg 263 W Curtice St St Paul MN 55107-3454 Occupant

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

July 11, 2024

24 - 057419

SUMMARY ABATEMENT ORDER

OCCUPANT
263 CURTICE ST W
ST PAUL MN 55107-3454

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.

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Also send to:

Jeremy Mark Arneberg 263 W Curtice St St Paul MN 55107-3454

Richard J Arneberg 263 Curtice St W St Paul MN 55107-3454

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

July 11, 2024

24 - 057419

SUMMARY ABATEMENT ORDER

JEREMY MARK ARNEBERG
263 W CURTICE ST
ST PAUL MN 55107-3454

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.

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Photo may not show all areas which need to be abated



Also send to:

Richard J Arneberg 263 Curtice St W St Paul MN 55107-3454 Occupant









263 Curtice St W.Photo 7-26-24



Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Work done 8/14/24

Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Work done 8/14/24

Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Work done 8/14/24

Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Work done 8/14/24

Date:	**August 19, 2024**	**HP District:**	
File #:	**24 - 062583**	**Property Name:**	
Folder Name:	**263 CURTICE ST W**	**Survey Info:**	
PIN:	**072822340005**		



Work done 8/14/24

Warner's Outdoor Solutions
6625 Bailey Road
Woodbury, MN 55129

Invoice

Date	Invoice #
8/14/2024	262624

Bill To

City of St. Paul
375 Jackson St
Suite 220
St. Paul, MN 55101

Terms	Due Date
Net 30	9/13/2024

Item	Serviced	Description	Qty	Amount
Mowing	8/14/2024	265 Curtice St W - Trip charge & 2.5 man hours	1	402.50T
Mowing	8/14/2024	263 Curtice St W - Trip charge & .75 man hours	1	201.25T
Mowing	8/14/2024	346 Maria Ave - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	683 Bedford St - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	1026 Sims Ave - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	852 Geranium Ave E - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	764 Jessamine Ave E - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	389 Cook Ave E - Trip charge & 3 man hours	1	460.00T
Mowing	8/14/2024	1093 Western Ave N - Trip charge only. Done by owner	1	115.00T
Mowing	8/14/2024	353 Larch St - Trip charge & 1.5 man hours	1	287.50T
Mowing	8/14/2024	857 Lafond Ave - Trip charge & 2.5 man hours	1	402.50T
Mowing	8/14/2024	1066 Lafond Ave - Trip charge & 3 man hours	1	460.00T

Thank you for your business. 18% APR will be assessed monthly for all late payments.

Your lawn needs to breathe! Hire Warner's for Core Aeration this fall!

To pay by card, go to our website, call in, or write your card information on this invoice and return. If paying by check, please include the invoice number in the memo.

Are you happy with our service? Write a Google review and Warner's will donate $25 to a charity of your choice! Find out more at WarnersOutdoorSolutions.com and search Charity.

Subtotal	$2,903.75
Sales Tax (0.0%)	$0.00
Total	$2,903.75
Payments/Credits	$0.00
Balance Due	$2,903.75

Phone #	Web Site	Email
(651) 735-2100	www.warnersoutdoorsolutions.com	office@warnersoutdoorsolutions.com

City of Saint Paul

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

Master

File Number: RLH TA 25-275

File ID:	RLH TA 25-275	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	06/09/2025
File Name:	1762 Englewood Avenue			**Final Action:**	

Title: 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)

Notes: Mike Mortimer: 651-208-5529

Brad Eggen
Beggenlaw@goldengate.net
612-630-3227

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 4	**Agenda Number:**	39
Sponsors:	Privratsky	**Enactment Date:**	
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	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/9/2025	Vang, Mai	Approve	6/12/2025
2	1	7/9/2025	Moermond, Marcia	Approve	7/11/2025
2	2	7/9/2025	Matt Privratsky	Approve	7/11/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	06/10/2025	Laid Over	Legislative Hearings	07/08/2025		

Action Text: Laid Over to the Legislative Hearings due back on 7/8/2025

Notes: *Layover to July 8, 2025 10 am for review of work plan. Recommendation forthcoming.*

Mike Mortimer, owner, appeared via phone
Lana Ferguson, wife, appeared via phone

[Moermond gives background of appeals process]

Staff report by Supervisor James Hoffman: Opened as a Category 1 Fire due to fire damage. Outstanding Vacant Building fee from December 27, 2024 through December 27, 2025. Renewal letter November 27 and warning letter December 27. Changed to a Category 2 due to work being done. History of orders on the property. Three Summary Abatement Orders written. All done by owner. February 21, 2025 most recent orders for garbage, also done by owner.

Mortimer: I never had an inspector come out from the City. I've had building inspectors. Clint is the guy's name. Clint Zane has come out and seen what we've done and okayed it. Another inspector is from the area and stopped in many times. I'm not working with anyone—no one ever calls or comes out to see---I'm sure they just drive by.

Lana Ferguson: they're talking about garbage complaints.

Mortimer: this last winter we hauled a bunch of stuff out. I have no idea what the City is trying to do. Matt Dornfeld used to come out.

Moermond: he was out last week.

Mortimer: he was? Why don't they ever call and tell me they are going to be there?

Moermond: they can see what they need to from the exterior. We've been dealing with this for several years. I really want you to get this rehab done. You said you're getting close, what does that look like?

Mortimer: finishing countertops and sinks and that stuff. Trying to finish floors. It is painted and I have one fire door left to do downstairs. New stairway, new entry on back. I removed a big pile of dirt from underneath the crawl space. Four new furnaces that---

Moermond: you have a rough in inspection done on mechanical, warm air, plumbing and electric. None have been finaled. I hear your contractors are done with the work but they need to get the inspectors out to final those permits. Apollo Heating. Christopher Brunsumon. That would be great to get those finaled. Then you have some building items left. It is June and those permits were pulled in March of 2024. They're getting old.

Mortimer: we're getting wrapped up. Countertops done so we can finish the plumbing. It is hard. We run into stuff all the time to fix. No one has come from your department at all to see what's going onside.

Moermond: to be clear, it isn't my department. Mr. Hoffman, can you speak to the Vacant Building items?

Hoffman: Matt has been out once a month since the start of the year. He's there to check on progress on the rehab and check to make sure its secure and there's no trash or long grass. His purpose isn't to do with the rehab side. He's looking at property maintenance and whether or not it is secure of vacant when he should be.

Mortimer: a judge said to me at court what is taking you so long to do this job? I said Ma'am they won't give me the permit to do the work. Then she said get him a permit. Then I got one a month and half later. Then the plumber called and said they won't give me a permit. Then the heating guy---I told him to go back to the court---

Moermond: that would be me.

Mortimer: then that person told them to get these people a permit. Then they got permits to do the work.

Moermond: I believe the problem was they were trying to pull permits online but in this situation they have to be done in person. What I want to see happen is to get you done with this thing. You have $5,000 hanging over your head. You're arguing that Vacant Building inspectors haven't talked with you. Department of Safety & Inspections is saying they don't do that for Vacant Buildings. They'll visit the exterior and make sure it is secure and things are maintained and then leave. I'm hearing you want to see the Vacant Building fee decreased or deleted due to lack of services?

Mortimer: doors have been locked for years. They didn't check any doors. The basement door had been kicked in the other day and I fixed that.

Moermond: I'd like a plan of when you'll get out of the Vacant Building program and when permits will be finaled. I need something to hang my hat on that to look at possibly decreasing or prorating your fee.

Mortimer: about a year ago I started having health problems (lists cardiac concerns/procedures). It has set me back quite a bit. That's been going on for 2 years. I'm lucky to be alive.

Lana Ferguson: he's having problems from his heart operation. He isn't recovering as quickly as they thought.

Moermond: I appreciate the background, but I don't need details on the record. I want to protect your medical privacy. I'm really hoping your contractors can complete their work. I understand your health is impeding some of the work. In the records I have a company called Dotson LLP doing your building work. Reaching out to them would be helpful. That permit was from February 2023. The contractor should be getting that permit finaled; it is more than 2 years old. You need to call to get those people out. I hear you doing the work yourself, that may not be viable anymore. Consider all your options. I'd like to give you a chance to share your plans, but I'm looking for a way out of this for you go. This isn't getting easier; it is getting harder each year. This is losing money for you the longer it takes you. You aren't benefiting from bringing in rent or living there. Getting this off your plate, off our plate, is the best for everyone. Please take some time to put a plan together for getting done and share it so we can craft a solution on this one. Share a plan with Joanna Zimny to update us and we can have another conversation.

Mortimer: anything works for me. The taxes have been paid.

Moermond: I know, you're paying those fees and taxes but not getting any money out of the property. No income.

Mortimer: that's due to my health.

Moermond: if we go a month out, does that still work? July 8th.

Mortimer: yes.

Lana Ferguson: I was wondering about the Vacant Building guy who has been out and reported back to you? If you have a building under construction you have waste going somewhere. We pick it up all the time. If it has been reported it isn't unkempt we just have more to take to the dump.

Moermond: I understand.

Mortimer: I haul it just about every day. Clint Zane is the best inspector you have got and looked over the foundation and floor joists and walls we've built.

Moermond: I appreciate that and I have access to his notes. I want to see that plan.

1	Legislative Hearings	07/08/2025	Referred	City Council	07/16/2025

Action Text: Referred to the City Council due back on 7/16/2025

Notes: *Recommendation forthcoming pending review of PO work plan.*

Update 7/14: continue CPH to 8/13 and recommend reduction from $5,077 to $2,539 if CC certificate is issued by 8/13 (per LHO).

Mike & Lana Mortimer, owners, appeared via phone
Brad Eggen, attorney, appeared via phone

Moermond: when we last spoke June 10th it was clear that we needed a plan, and follow up communication indicating that. I wanted an end game on how that will be done. We haven't received anything.

Eggen: I've been playing catch up on this issue. I know the Court is fatigued with this. There was a significant health setback. Mike got back out of the hospital a week ago. He's 80 years old. When we spoke yesterday I said I will try to connect with the inspector's office. Mike is impressed with Clint Zane, I wasn't successful reaching him. I also spoke with Matt Dornfeld, I could argue this doesn't fit the description of a Vacant Building and I don't know how productive it would be. Matt was very professional but couldn't discuss because it is in the hands of the Legislative Hearing officer. I was able to get Mike to go out yesterday and he's reported back that the plumbing is ready to go, ready to be done in a week. Electrical is adding fixtures, a one-day project. Heating is done and had a meeting with Xcel to make sure the meter is reading but they never showed. I also got some cooperation from Mai Vang to get a copy of the file, she was helpful but almost all of it was from 2018 which is nearly 3 years prior to the fire.

I'd hoped the work plan would be filed but with Mike's health. We're wondering what a realistic time frame to get meaningful information in your hands. Mike would tell you by early August it should be done. Lana may say that's overly optimistic.

Moermond: I don't know how I could have been clearer about the expectation. The letter from my office says I needed that plan, not we'd be discussing it today. If Mr. Mortimer needs to hire a contractor then that's what should be done, because it is costing more in Vacant Building fees and attorney's costs. Regarding it being a Vacant Building the Council voted on that already and said it was, I can't engage in that. I need a solid plan and need to be done with this.

The City just did a Building Deficiency inspection on July 1. I don't see any follow up on that yet. Typically, they will send a letter in a couple of weeks so you'd be staring down something even more serious. This needs to get done. You don't want to be involved in a nuisance abatement procedure. That's looking at demo. We don't want to do that. You got to get it done because they're raising the stakes on this. Hire someone, time is of the essence. If it is done it short-circuits the whole conversation. I'm disappointed I don't have a plan in front of me now. The request was for a record of all the appeals associated with the property, which is a very large pile. That is what was sent. All that is in front of us today is the Vacant Building fee assessment. Hopefully we can get it pro-rated. We're kind of in a bind with you coming forward with an end-game. A verbal report isn't going to cut it. An actual plan. A simple worksheet was sent a month ago. When can you have it to me? I'm looking for it in a couple days.

Eggen: I will work with them to get something there as quickly as possible. It should be a matter of documentation.

Moermond: your Council Public Hearing is July 16, and I was hoping for a work plan IN MY HANDS and ask them to continue it a couple weeks to hopefully prorate it. I don't have that. We've been running into the same issues for years. You need to expedite it is worth the money at this point.

Eggen: I will work hard with Mike and try to get a document to you by the end of this week.

Moermond: every month that passes makes it harder for me to prorate. I look forward to getting that information from you.

2	City Council	07/16/2025	Continue Public Hearing	City Council	08/13/2025
	Action Text:	Public hearing continued to August 13, 2025			
2	City Council	08/13/2025	Continue Public Hearing	City Council	08/27/2025
	Action Text:	Public hearing continued to August 27, 2025			
2	City Council	08/27/2025	Continue Public Hearing	City Council	09/17/2025
	Action Text:	Public hearing continued to September 17, 2025			

Text of Legislative File 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)

..Hearing Date(s)
Date of LH: 06/10/25
Time of LH: 10am
Date of CPH: 7/16/25

Cost: $4918
Service Charge: $159
Total Assessment: $5077
Name of Property Owner/Representative of Management Co.: Michael Mortimer
Type of Order/Fee: VB Fee 9/5/24-12/20/24
Nuisance: unpaid VB fee 12/27/24-12/27/25
Date of Orders: Renewal Ltr 11/27/24; Warning Ltr 12/27/24
Work Order #: 21-329497, Inv # 1916757
Returned Mail?: No
Comments: CAT 2 Multi-family. File opened 12/27/21 - house fire.
History of Orders on Property: 3 SAs, 12/6/22, 6/7/23, 10/31/24 (all no WO); 5/5/23-garbage (no WO), 2/21/25-garbage (no WO)

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 September 5 to December 20, 2024. (File No. VB2510A, Assessment No. 258833) 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 forthcoming.

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

November 27, 2024

Michael T Mortimer/Lana Haston
Po Box 270094
St Paul MN 55127-0094

Customer #:1860745
Bill #: 1916757

VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
1762 ENGLEWOOD 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 December 27, 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 , 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

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

December 27, 2024

Michael T Mortimer/Lana Haston
Po Box 270094
St Paul MN 55127-0094

Customer #: 1860745
Bill #: 1916757

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 1762 ENGLEWOOD 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.

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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.

If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Matt Dornfeld, at 651-266-1902.

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

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

June 12, 2025

Michael Mortimer
PO Box 270094
St. Paul, MN 55127

VIA MAIL

Re: Appealed tax assessment for property at 1762 ENGLEWOOD AVENUE. (File No. VB2510, Assessment No. 258810)

Dear Mr. Mortimer,

This letter is to confirm that at the Tuesday, June 10th, Legislative Hearing for your appealed tax assessment Legislative Hearing Officer Marcia Moermond recommended continuing the matter to Tuesday, July 8, 2025 via phone between 10 am and 12 pm for discussion and review of your proposed work plan.

Included is a blank plan and a sample (note: this is for a Category 3 Vacant Building so may be more detailed than yours needs to be). It can be returned to our office at 15 W Kellogg Blvd, room 310, or emailed to me at joanna.zimny@ci.stpaul.mn.us. Please contact our office with questions at 651-266-8585.

Sincerely,
/s/
Joanna Zimny
Legislative Hearing Executive Assistant

Encl: blank work plan
Sample work plan

COUNCIL 14 AFSCME UNION LABEL

An Affirmative Action Equal Opportunity Employer

WORK PLAN - BREAKDOWN COST OF REHABILATION

(To be done in accordance with the Code Compliance Inspection Report) Address: 1762 Englewood Avenue, St. Paul

WEEK OF	TASKS	CONTRACTOR	Supplies/Materials on hand (if any)	Needed Sunnlies/Materials	Owner/Developer Labor	Value of Cost
7/15/2025	Electric: Installation of fixtures	Chris Electric	(all previously provided)	(all previously provided)	reviewed by owner Mortimer	all previously paid
7/15/2025	Heating: dust removal & cleanup, activation of gas meters w/ Excel install	Apollo Heating	(all previously provided, except Excel meters)	Excel meters - scheduled previously but Excel did not make the appointment	reviewed by owner Mortimer	fully paid already
7/15/2025	General labor work: Install and place floors in bathrooms, install drop-in sinks and countertops, and install vanity, set cabinets	general laborers under Mortimer's supervision	(all currently at the site)	(all currently available)	reviewed by owner Mortimer	approximately $1,000
7/30/2025*	Plumbing: (after completion of general labor work), kitchen sink installation, air tests; hook up water lines, activate water	Focus Plumbing Services	(all previously provided)	(all previously provided)	reviewed by owner Mortimer	approximately $7,250 owed for prior and remaining work
.						
			..			
				.		

* The plumbing contractor, Focus Plumbing Services, LLC, has advised that a "buffer time period should be considered in the event that the general labor work itemized above is not timely as expected; this general labor work to be completed the week of 7/14/2025.

Total Project Cost: (approx.) $ 8,250

Note: (Code Enforcement Officers estimate the cost to repair this structure is $ to $

From: *CI-StPaul_LegislativeHearings
To: Brad C. Eggen
Cc: *CI-StPaul_LegislativeHearings
Subject: RE: 1762 Englewood Ave.Mortimer Ltr.6-12-25
Date: Monday, July 14, 2025 12:33:42 PM
Attachments: image001.png
image003.png
Importance: High

Mr. Eggen,

At the Council Public Hearing Wednesday (7/16), she will ask the Council to continue the matter to Council Public Hearing Wednesday, August 13, 2025 at 3:30 pm. If the project is completed by that time and has recidved its Code Compliance certificate, she will recommend a reduction of the assessment by half ($5,077 to $2,539), otherwise the recommendation will be to approve in full.

No need to attend this Wednesday, I will send information on how to testify on 8/13 in my follow up letter should you wish too.

Can you relay this to Mr. Mortimer? I will send a formal follow up letter out, but I doubt he will receive it by Wednesday.

Thank you!
Joanna

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: *CI-StPaul_LegislativeHearings
Sent: Friday, July 11, 2025 11:34 AM
To: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>; 'Brad C. Eggen' <beggenlaw@goldengate.net>
Cc: Clint Zane <Clint.Zane@ci.stpaul.mn.us>
Subject: RE: 1762 Englewood Ave.Mortimer Ltr.6-12-25

Also, while i haven't heard specifically back, I do want to note that none of the outstanding permit issues are addressed in that work plan. Here is the current permit standing as of today:

	10/02/2017	17 193713	Open	RE - Real Estate Assessments	Owner Michael T Mortimer/Lana C Haston
1762 Englewood Ave					
	06/30/2025	25 046239	Open	CS - CSO Complaint - Permit - Complaint	work being done without permits
	02/21/2025	25 012987	Resolved	CS - CSO Complaint - Garbage Rubbish - Complaint	Shelf along the alley.
	09/05/2024	24 074428	Approved for Perm Water	WA - SPRWS Plumbing Permit - Existing Building - Inside - Add / Repair /Relocate/ Replace	Contractor Mark Esparolini Focus Plumbing Service LLC - Meter Reset after fire
	08/29/2024	24 072886	Inspected	E - Electrical Permit - Service & Circuits - Residential Repair/Alter	Contractor Mr. CHRISTOPHER BRUNSOMAN Chris Electric Inc - REWIRE GUTTED 4PLEX, EXISTING SERVICES (5) TO REMAIN.
	04/30/2024	24 032602	Inspected	PG - Plumbing/Gasfitting/Inside Water Piping - Plumbing/Inside Water (All) - Commercial Replace	Contractor Mark Esparolini Focus Plumbing Service LLC - 4 UNIT REMODEL
	03/08/2024	24 018259	Inspected	W - Warm Air, Ventilation & General Sheet - Warm Air Only - Residential Replace	Contractor Apollo Heating And Ventilating - 03.08.2024 - ATTACHMENTS FORWARD TO INSPECTOR. LV UNIT 1, 2, 3 AND 4 - REPLACE 4 FURNACES 96.5%
	03/08/2024	24 018258	Inspected	M - Mechanical Permit - Gas - Residential Replace	Contractor Apollo Heating And Ventilating - UNIT 1, 2, 3 AND 4 - PROVIDE MAIN GAS LINE FOR FURNACE FROM GAS METER. GAS FURNACES X4. REPLACING 4 FURNACES IN A DUPLEX.
	08/01/2023	23 068160	Finaled	RW - PW Right of Way Permit - Excavation - Utility	Contractor Susan Blue Centurylink (Lumen) - BORE 55' CNDT & CB / FIBER WS WHEELER BET ENGLEWOOD & MINNEHAHA; AND PL 1 HH & 1 CAB; 20' ROAVING SIDEWALK CLOSURE 120' PARKING LANE CLOSURE WS WHEELER BET ENGLEWOOD & MINNEHAHA CITY PLAN 22-781 APPROVED: 10/25/2022 Utility PROJ: N.916059-3-B (4 of 5) GSOC TKT: ? LOCATES REQUIRED TO DIG/POTHOLE [If no GSOC TKT provided] GOOD FOR: 2 DAYS OF WORK 07/24/23 - 08/24/23 M-F 9-3 REQUESTED BY: ERIK SANDOZ PHONE: 320-248-9698 Utility DESIGNER: Lee Sexton PHONE: 612-798-7705 CONTRACTOR: TelCom Construction, LLC FACILITY OWNER: CenturyLINK
	05/05/2023	23 036486	Resolved	CS - CSO Complaint - Garbage Rubbish - Complaint	garbage piled up by the fence and fence is falling down
	02/02/2023	22 120576	Inspected	B - Building Permit - Residential (Multi-Fam) - Repair	Contractor Dotson Llp - REMOVE FIRE DAMAGED ROOFING STRUCTURE. REPLACE WITH TRUSSES AND REROOF WHOLE STRUCTURE, INSTALL NEW INSULATION, PLUMBING, ELEC, HEATING AND COOLING SYSTEMS. FINISH INSIDE STRUCTURE - ENLARGE EXISTING APT

I do see at first glance they are the same contractors, but none of these inspections have gone beyond rough in and the last time anyone was out for many was last fall. Permits also expire within a year, tpuically. Mike or yourself may want to Confirm with Clint Zane what's going on; especially since there's that recent complaint about work being done without permits (not sure what that is about). He's copied here, but I know Mike has been speaking with him from the hearing it sounds like.

Thanks,
Joanna

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: *CI-StPaul_LegislativeHearings
Sent: Friday, July 11, 2025 11:25 AM
To: 'Brad C. Eggen' <beggenlaw@goldengate.net>
Cc: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
Subject: RE: 1762 Englewood Ave.Mortimer Ltr.6-12-25

Received, thank you. I have sent to staff for review and will send you the LHO recommendation as soon as I hear something.

Have a good weekend,

Joanna

From: Brad C. Eggen <beggenlaw@goldengate.net>
Sent: Friday, July 11, 2025 11:00 AM
To: *CI-StPaul_LegislativeHearings <LegislativeHearings@ci.stpaul.mn.us>
Subject: Re: 1762 Englewood Ave.Mortimer Ltr.6-12-25

Joanna,

Would you please be so kind as to forward this email and document to the Legislative Hearing Officer?

Ms. Moermond:

Attached is my client Mike Mortimer's Work Plan Breakdown Cost of Rehabilitation as discussed at the teleconference this Tuesday.

Thank you for your patience. This was completed following in person meetings with the involved contractors and Mr. Mortimer. Please contact me personally with any questions or concerns.

Respectfully submitted,

Brad C. Eggen
Law Office of Brad C. Eggen
330 S Second Avenue, Ste. 350
Minneapolis, MN 55401
Tel No.: (612)630-3227
Fax No.: (612)-630-3207

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On 2025-07-03 12:20, *CI-StPaul_LegislativeHearings wrote:

> Mr. Eggen,
>
> This is what was sent to Mr. Mortimer, see attached.
>
> 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
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City of Saint Paul

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

Master

File Number: RLH TA 25-371

File ID:	RLH TA 25-371	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	1	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	08/13/2025
File Name:	360 Kennard Street			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 360 KENNARD STREET. (File No. J2512B, Assessment No. 258112) (September 16, 2025 Legislative Hearing)

Notes: Richard Mulkern
rikandrocky@juno
no phone
attending in person

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 7	**Agenda Number:**	40
Sponsors:	Johnson	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Moermond, Marcia	Approve	9/15/2025
1	2	9/11/2025	Ward 7 - FYI	Notified - FYI	
1	3	9/11/2025	Cheniqua Johnson	Approve	9/15/2025

History of Legislative File

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

Text of Legislative File RLH TA 25-371

Ratifying the Appealed Special Tax Assessment for property at 360 KENNARD STREET. (File No. J2512B, Assessment No. 258112) (September 16, 2025 Legislative Hearing)

..Hearing Date(s)
Date of LH: 09/16/25 (originally 8/12/25)
Time of LH: 10am
Date of CPH: 09/17/25

Cost: $310
Service Charge: $163
Total Assessment: $474
Name of Property Owner/Representative of Management Co.: Richard Mulkern
Type of Order/Fee: Boarding/Securing
Nuisance:
Date of Orders:
Compliance Date:
Re-Check Date:
Date Work Done:
Work Order #: 81044
Returned Mail?:
Comments:
History of Orders on Property:

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 Securing and/or Emergency Boarding services during March 2025. (File No. J2512B, Assessment No. 258112) 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 forthcoming, pending September 16, 2025 Legislative Hearing.

City of Saint Paul

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

Master

File Number: RLH TA 25-352

File ID:	RLH TA 25-352	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	07/24/2025
File Name:	650 Lafond Avenue			**Final Action:**	

Title: Deleting the Appealed Special Tax Assessment for property at 650 LAFOND AVENUE. (File No. J2512E, Assessment No. 258322)

Notes: Blong Yang
blong_atty@yahoo.com
612-968-2504

7/24/25: packet sent. MV

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 1	**Agenda Number:**	41
Sponsors:	Bowie	**Enactment Date:**	
Attachments:	650 Lafond Ave.SA Ltr & Photo 1-6-25.pdf, 650 Lafond Ave.Photo from SA 1-6-25.pdf, 650 Lafond Ave.recheck photo 1-13-25.pdf, 650 Lafond Ave.PA EC Ltr 1-27-25.pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2025	Vang, Mai	Approve	7/29/2025
2	1	8/22/2025	Moermond, Marcia	Approve	8/22/2025
2	2	8/22/2025	Ward 1 - FYI	Notified - FYI	
2	3	8/27/2025	Anika Bowie	Approve	8/26/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025
Notes: *Delete the assessment.*

Blong Yang, owner, appeared via phone

Moermond: due to a billing error we're recommending deletion of this.

Yang: thank you, I appreciate it.

Moermond: orders were out on the 6th, compliance on the 13th, it wasn't done on the 13th on deadline. It was cleaned up by the owner by the 23rd. But this was an Excessive Consumption bill that didn't go out until January 27, after all this happened.

Text of Legislative File RLH TA 25-352

Deleting the Appealed Special Tax Assessment for property at 650 LAFOND AVENUE. (File No. J2512E, Assessment No. 258322)

..Hearing Date(s)
Date of LH: 08/05/25
Time of LH: 10AM
Date of CPH: 9/17/25

Cost: $134
Service Charge: $35
Total Assessment: $169
Name of Property Owner/Representative of Management Co.: Blong Yang
Type of Order/Fee: Excessive inspection fee billed during Jan 22 to Feb 18, 2025
Nuisance: SA to remove/dispose of the batteries, propane tank and misc debris from driveway and property
Date of Orders: 01/06/25
Compliance Date: 01/13/25
Re-Check Date: 1/13/25 - not done on deadline so sent PA EC on 1/27/25
Date Work Done: 01/23/25 - Done by owner
Work Order #: 25-002689, Inv # 1925301
Returned Mail?: NO
Comments:
History of Orders on Property: 3/21/25-garbage (compliance), 9/23/24-garbage (abated), 12/15/23 (no action), 5/15/523 (abated), 3/3/23 (c of o related), 10/31/22 (closed-no action), 10/7/21-garbage (no action), 5/14/21 (abated)

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 Excessive Use of Inspection or Abatement service billed during January 22 to February 18, 2025. (File No. J2512E, Assessment No. 258322) 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.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

January 06, 2025

25 - 002689

SUMMARY ABATEMENT ORDER

OCCUPANT
650 LAFOND AVE
ST PAUL MN 55104-1601

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 650 LAFOND 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 THE BATTERIES, PROPANE TANK, AND MISCELLANEOUS DEBRIS FROM THE DRIVEWAY AND THE PROPERTY. THANK YOU. Comply before January 13, 2025

Comply before: January 13, 2025

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 January 13, 2025, 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 $450 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:

Mai Neng Moua/Blong Yang 1855 Flandrau St Maplewood MN 55109-4635

Mai Neng Moua 1855 Flandrau St Maplewood MN 55109-46

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

January 06, 2025

25 - 002689

SUMMARY ABATEMENT ORDER

BLONG YANG
1855 FLANDRAU ST N
SAINT PAUL MN 55109
USA

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 650 LAFOND AVE : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

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Comply before: January 13, 2025

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Also send to:

Mai Neng Moua/Blong Yang 1855 Flandrau St Maplewood MN 55109-4635

Mai Neng Moua 1855 Flandrau St Maplewood MN 55109-46

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

January 06, 2025

25 - 002689

SUMMARY ABATEMENT ORDER

MAI NENG MOUA
1855 FLANDRAU ST
MAPLEWOOD MN 55109-4635

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 650 LAFOND AVE : please eliminate the nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

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Comply before: January 13, 2025

Questions: Call your Inspector David Smith

Phone Number: 651-266-8995

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Photo may not show all areas which need to be abated



Also send to:

Mai Neng Moua 1855 Flandrau St Maplewood MN 55109-4635 OccupantBlong Yang 1855 Flandrau St N Saint Paul MN 55109

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

January 06, 2025

25 - 002689

SUMMARY ABATEMENT ORDER

MAI NENG MOUA
1855 FLANDRAU ST
MAPLEWOOD MN 55109-4635

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 650 LAFOND 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.

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Comply before: January 13, 2025

Questions: Call your Inspector David Smith

Phone Number: 651-266-8995

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Photo may not show all areas which need to be abated



Also send to:

Mai Neng Moua/Blong Yang 1855 Flandrau St Maplewood MN 55109-4635

OccupantBlong Yang 1855 Flandrau St N Saint Paul MN 551(

sa.rpt 9/1

650 Lafond Ave. photo from SAO 1-6-25



650 Lafond Ave.Recheck photo 1-13-25 – not done, sent work order



Department of Safety & Inspections
Angie Wiese, Director

CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
www.stpaul.gov/dsi

1/27/25

362 25 002689

Customer #:1668971
Bill #: 1925301

Blong Yang
1855 Flandrau St N
Saint Paul MN 55109

Dear Blong Yang:

650 LAFOND AVE

On January 06, 2025 a Notice was mailed to you of the violation, listed below. The Notice ordered you to abate the violation prior to the reinspection date of January 13, 2025. On, or after, that reinspection date the property was reinspected and the following condition was not abated.

Garbage Rubbish

The St. Paul Legislative Code, Chapter 34.24, authorizes the city to collect fees for inspection services when the property owner has not abated the violations by the date given in the Summary Abatement Order. In order to recover the city cost for the reinspection on January 13, 2025, you are hereby billed $124.00 for Excessive Consumption of City Services.

You may pay this 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 invoice.

Otherwise, please make your check payable to the "City of Saint Paul" and mail your payment to:

Department of Safety and Inspections, Code Enforcement
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

Payment is due upon receipt of this letter. If payment is not received within 30 days of this letter, administrative costs will be added to the cost of this bill and the entire amount will be assessed to your property taxes.

David Smith
Code Enforcement Inspector

Copies of this letter have been sent to:
Mai Neng Moua/Blong Yang 1855 Flandrau St Maplewood MN 55109-4635

City of Saint Paul, Department of Safety and Inspections

1/27/25

EXCESSIVE CONSUMPTION
INVOICE # 1925301

File #: 25 002689
Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Blong Yang

Fee Description	Amount
Excessive Consumption of City Services	$124.00

Payment is due upon receipt of this letter
Failure to pay within 30 days will result in this amount being assessed to your property taxes.

Make your check payable to the City of Saint Paul
Send payment to: Department of Safety and Inspections
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

Keep this portion for your records: Date Paid: _____ Amt Paid: _____

Ck OR M.O.# _____

Garbage Rubbish

----------Cut HERE ---------- Cut HERE ---------- Cut HERE ----------

RETURN this portion with your payment

City of Saint Paul, Department of Safety and Inspections, Code Enforcement Division
EXCESSIVE CONSUMPTION PAYMENT

Folder #: 25 002689
INVOICE # 1925301 Dated 01/24/2025

Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Blong Yang

Fee Description	
Excessive Consumption of City Services	$124.00

Garbage Rubbish

Department of Safety & Inspections
Angie Wiese, Director

CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
www.stpaul.gov/dsi

1/27/25

362 25 002689

Customer #:1869934
Bill #: 1925301

Mai Neng Moua
1855 Flandrau St
Maplewood MN 55109-4635

Dear Mai Neng Moua:

650 LAFOND AVE

On January 06, 2025 a Notice was mailed to you of the violation, listed below. The Notice ordered you to abate the violation prior to the reinspection date of January 13, 2025. On, or after, that reinspection date the property was reinspected and the following condition was not abated.

Garbage Rubbish

The St. Paul Legislative Code, Chapter 34.24, authorizes the city to collect fees for inspection services when the property owner has not abated the violations by the date given in the Summary Abatement Order. In order to recover the city cost for the reinspection on January 13, 2025, you are hereby billed $124.00 for Excessive Consumption of City Services.

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St. Paul, MN 55101-1806

Payment is due upon receipt of this letter. If payment is not received within 30 days of this letter, administrative costs will be added to the cost of this bill and the entire amount will be assessed to your property taxes.

David Smith
Code Enforcement Inspector

Copies of this letter have been sent to:
Mai Neng Moua/Blong Yang 1855 Flandrau St Maplewood MN 55109-4635

City of Saint Paul, Department of Safety and Inspections

1/27/25

EXCESSIVE CONSUMPTION
INVOICE # 1925301

File #: 25 002689
Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Mai Neng Moua

Fee Description	Amount
Excessive Consumption of City Services	$124.00

Payment is due upon receipt of this letter
Failure to pay within 30 days will result in this amount being assessed to your property taxes.

Make your check payable to the City of Saint Paul
Send payment to: Department of Safety and Inspections
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

Keep this portion for your records: Date Paid: _____ Amt Paid: _____

Ck OR M.O.# _____

Garbage Rubbish

----------Cut HERE ---------- Cut HERE ---------- Cut HERE ----------

RETURN this portion with your payment

City of Saint Paul, Department of Safety and Inspections, Code Enforcement Division
EXCESSIVE CONSUMPTION PAYMENT

Folder #: 25 002689
INVOICE # 1925301 Dated 01/24/2025

Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Mai Neng Moua

Fee Description	
Excessive Consumption of City Services	$124.00

Garbage Rubbish

Department of Safety & Inspections
Angie Wiese, Director

CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
www.stpaul.gov/dsi

1/27/25

362 25 002689

Customer #:1869933
Bill #: 1925301

Mai Neng Moua/Blong Yang
1855 Flandrau St
Maplewood MN 55109-4635

Dear Mai Neng Moua/Blong Yang:

650 LAFOND AVE

On January 06, 2025 a Notice was mailed to you of the violation, listed below. The Notice ordered you to abate the violation prior to the reinspection date of January 13, 2025. On, or after, that reinspection date the property was reinspected and the following condition was not abated.

Garbage Rubbish

The St. Paul Legislative Code, Chapter 34.24, authorizes the city to collect fees for inspection services when the property owner has not abated the violations by the date given in the Summary Abatement Order. In order to recover the city cost for the reinspection on January 13, 2025, you are hereby billed $124.00 for Excessive Consumption of City Services.

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Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

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David Smith
Code Enforcement Inspector

Copies of this letter have been sent to:
Mai Neng Moua 1855 Flandrau St Maplewood MN 55109-4635
Blong Yang 1855 Flandrau St N Saint Paul MN 55109

City of Saint Paul, Department of Safety and Inspections

1/27/25

EXCESSIVE CONSUMPTION
INVOICE # 1925301

File #: 25 002689
Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Mai Neng Moua/Blong Yang

Fee Description	Amount
Excessive Consumption of City Services	$124.00

Payment is due upon receipt of this letter
Failure to pay within 30 days will result in this amount being assessed to your property taxes.

Make your check payable to the City of Saint Paul
Send payment to: Department of Safety and Inspections
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

Keep this portion for your records: Date Paid: _____ Amt Paid: _____

Ck OR M.O.# _____

Garbage Rubbish

----------Cut HERE ---------- Cut HERE ---------- Cut HERE ----------

RETURN this portion with your payment

City of Saint Paul, Department of Safety and Inspections, Code Enforcement Division
EXCESSIVE CONSUMPTION PAYMENT

Folder #: 25 002689
INVOICE # 1925301 Dated 01/24/2025

Property Address: 650 LAFOND AVE
Property PIN: 352923110193
Owner Name: Mai Neng Moua/Blong Yang

Fee Description	
Excessive Consumption of City Services	$124.00

Garbage Rubbish

City of Saint Paul

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

Master

File Number: RLH RR 25-19

File ID:	RLH RR 25-19	**Type:**	Resolution LH Substantial Abatement Order	**Status:**	Agenda Ready
Version:	3	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	06/04/2025
File Name:	401 Rose Ave E			**Final Action:**	

Title: Third Making finding on the appealed substantial abatement ordered for 401 ROSE AVENUE EAST in Council File RLH RR 25-14.

Notes: Jay Mitchell
j.mitchell@uni-construction.com
jaymitchell93@gmail.com
612-251-9892

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Substantial Abatement Orders; Ward - 5	**Agenda Number:**	42
Sponsors:	Kim	**Enactment Date:**	
Attachments:	401 Rose Ave E.RR Notice of PH Ltr.6-5-25.doc, 401 Rose Ave E.Mitchell Ltr 6-27-25	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/5/2025	Moermond, Marcia - FYI	Notified - FYI	
1	2	6/5/2025	Magner, Steve - FYI	Notified - FYI	
1	3	6/5/2025	Skarda, Therese - FYI	Notified - FYI	
1	4	6/5/2025	Boulware, Christine - FYI	Notified - FYI	
1	5	6/5/2025	Sheffer, Vicki - FYI	Notified - FYI	
1	6	6/5/2025	Beard, Tara - FYI	Notified - FYI	
1	7	6/5/2025	Gause, George - FYI	Notified - FYI	
1	8	6/5/2025	Hoban, David - FYI	Notified - FYI	
1	9	6/5/2025	Hoffman, James - FYI	Notified - FYI	
1	10	6/5/2025	Vang, Mai	Approve	6/12/2025
2	1	7/7/2025	Moermond, Marcia	Delegated	
Notes:	Delegated: Out Of Office				
2	2	7/7/2025	Vang, Mai	Approve	7/9/2025
2	3	7/8/2025	Matt Privratsky	Approve	7/9/2025
3	1	7/16/2025	Moermond, Marcia	Approve	7/18/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	06/24/2025	Referred	City Council	07/16/2025		

Action Text: Referred to the City Council due back on 7/16/2025

Notes: *Layover to LH July 15, 2025 to see CC certificate has been issued (CPH July 16).*

Jay Mitchell, contractor o/b/o owner, appeared

Moermond: we're pretty deep into this one now.

Staff Update by Supervisor Robert Humphrey: in the last 45 days there haven't been any violations. Secure, vacant and maintained.

Moermond: how much is there in Performance Deposit? $10,000 right? And we're 1 year 7 and a half months in on this. We need to get this thing done. No follow up inspection from Mr. Zane?

Humphrey: correct, no progress inspection was scheduled.

Moermond: that's just Mr. Zane giving me a percent. Where are you at?

Mitchell: I called Mr. Zane to schedule and every permit has been finaled except for the plumbing, it has a rough-in. We had someone break in and steal copper, so we had to redo it. I let the City know and had to pull another permit. Mr. Zane told me that he wouldn't schedule the final until that is done. That's the only reason why, I did call him. That's why. Paul Zellmer said he'd look around, that inspection is Thursday. I expect it to pass, then I'll call Clint to do the final.

Moermond: that's great. Council Public Hearing is July 16th. Three weeks from now, it sounds like you may be done. Four weeks we can work with. If its any longer we should have a backup plan. Let's look at this on July 15th and see what's going on. We won't touch the Performance Deposit for now.

2	Legislative Hearings	07/15/2025	Referred	City Council	07/16/2025		

Action Text: Referred to the City Council due back on 7/16/2025

Notes: *Forfeit $1,000 of PD and continue CPH to August 6, 2025 and if still not completed forfeit an additional $1,000 every 2 weeks until project is complete.*

Jay Mitchell, contractor, appeared

Moermond: from the last time we talked there appears to be no change in permit status.

Mitchell: yes.

Moermond: this has Council Public Hearing tomorrow and I was hoping you'd finish. You thought you'd be done quickly but that didn't happen.

Mitchell: I hoped so too, but we had 2 break ins. I don't know why it is so liked by vagrants but it is.

Moermond: at the Council Public Hearing tomorrow I need a plan for getting done. I am going to recommend the Council start forfeiting Performance Deposit now. Deliver a work plan by next Tuesday the 22nd and then I'll ask them to forfeit 1,000 on the 23rd and another $1,000 every 2 weeks until it is done. We've been in this for over 18 months. That is a long time for an order to remove. We've given a lot of grace. If you want to sign up to testify by phone you need to do so by noon today.

Mitchell: can I ask for 3 weeks instead of 2? We've already lost quite a bit of money in the break ins.

Moermond: and if you would have done more quickly you wouldn't have had the break ins. Tomorrow I'll ask them to forfeit $1,000 and continue the case to August 6.

2	City Council	07/16/2025	Continue Public Hearing	City Council	08/06/2025
	Action Text:	Amended and public hearing continued to August 6, 2025			
3	City Council	08/06/2025	Continue Public Hearing	City Council	08/20/2025
	Action Text:	Public hearing continued to August 20, 2025			
3	City Council	08/20/2025	Continue Public Hearing	City Council	09/17/2025
	Action Text:	Public hearing continued to September 17, 2025			

Text of Legislative File RLH RR 25-19

Third Making finding on the appealed substantial abatement ordered for 401 ROSE AVENUE EAST in Council File RLH RR 25-14.

AMENDED 7/16/25

WHEREAS, the City Council adopted RLH RR 25-14 on May 7, 2025 which granted 45 days to repair the structure, correct all of the deficiencies listed in the Order to Abate Nuisance Building and the Code Compliance Report at 401 Rose Avenue East; and

WHEREAS, the Legislative Hearing Officer reviewed this case on June 24, 2025 to determine if the owner and/or responsible party abated the nuisance conditions and found these conditions were not abated and to forfeit $1,000 of Performance Deposit and continue public hearing to August 6, 2025 and if still not completed forfeit an additional $1,000 every 2 weeks until project is complete ~~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 not abated, forfeited $1,000 performance deposit and continued public hearing to August 6, 2025 ~~forthcoming~~.

City of Saint Paul

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

Master

File Number: RLH RR 25-19

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

June 5, 2025

J. Mitchell
Universal Construction, Inc.
2355 Highway 36 W, Suite 400
Roseville, MN 55113

Quality Residences LLC
9617 Oak Ridge Tr
Hopkins MN 55305-4642

VIA EMAIL: j.mitchell@uni-construction.com
jaymitchell93@gmail.com

VIA MAIL

Quality Residences LLC
7100 Northland Cir Ste 410
Brooklyn Park MN 55428-1500

VIA MAIL

Re: Third Making Finding for Remove or Repair of the Structure at 401 ROSE AVENUE EAST

Dear Mr. Mitchell:

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 45 days for the nuisance building to be abated by razing and removal or rehabilitation, as evidenced by issuance of a Certificate of Code Compliance.

A Legislative Hearing is scheduled for **Tuesday, June 24, 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.

If you received the Certificate of Code Compliance by June 24, 2025, this hearing will be cancelled and a resolution will be forwarded to the City Council indicating the nuisance conditions have been abated and the matter is closed.

If the Certificate of Code Compliance is not issued by January 28, 2025*, please contact Building Inspector Clint Zane at 651-266-9029 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, July 16, 2025 at 3:30 p.m. in Room 300 Council Chambers.**

COUNCIL 14 AFSCME UNION LABEL

An Affirmative Action Equal Opportunity Employer

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)

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

June 27, 2025

J. Mitchell
Universal Construction, Inc.
2355 Highway 36 W, Suite 400
Roseville, MN 55113

Quality Residences LLC
9617 Oak Ridge Tr
Hopkins MN 55305-4642

VIA EMAIL: j.mitchell@uni-construction.com
jaymitchell93@gmail.com

VIA MAIL

Quality Residences LLC
7100 Northland Cir Ste 410
Brooklyn Park MN 55428-1500

VIA MAIL

Re: Remove or Repair of the Structure at 401 ROSE AVENUE EAST

Dear Interested Parties:

This is to confirm that at the Legislative Hearing on June 24, 2025, Legislative Hearing Officer Marcia Moermond continued the matter to Legislative Hearing on **Tuesday, July 15, 2025 at 10 am in room 330 City Hall/Courthouse to see if the Code Compliance certificate has been issued.**

This matter will go before the City Council at Public Hearing on **Wednesday, July 16, 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, July 15, 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.

Sincerely,

COUNCIL 14 AFSCME UNION LABEL

An Affirmative Action Equal Opportunity Employer

/s/
Joanna Zimny
Legislative Hearing Executive Assistant

c: Rehabilitation & Removal staff

City of Saint Paul

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

Master

File Number: RLH RR 25-23

File ID:	RLH RR 25-23	**Type:**	Resolution LH Substantial Abatement Order	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	266-1947	**In Control:**	City Council
Department:	Department of Safety & Inspections	**Cost:**		**File Created:**	07/17/2025
File Name:	670 Sims Ave Remove/Repair			**Final Action:**	

Title: Ordering the razing and removal of the structures at 670 SIMS AVENUE within fifteen (15) days after the September 17, 2025, City Council Public Hearing.

Notes:

Code Sections:

Agenda Date: 09/17/2025

Indexes: Substantial Abatement Orders; Ward - 6

Agenda Number: 43

Sponsors: Yang

Enactment Date:

Attachments: 670 Sims Ave.OTA 5-28-25, 670 Sims Ave.PH 8-12-25, 670 Sims Ave.Condemnation 5-29-14, 670 Sims Ave.SHPO Form 7-17-23, 670 Sims Ave.Photos 5-29-14, 670 Sims Ave.Photos 6-24-14, 670 Sims Ave.Photos 4-18-23, 670 Sims Ave.Photos 5-1-25, 670 Sims Ave.Photo 5-30-25, 670 Sims Ave.Photos 7-14-25.pdf, 670 Sims Ave Summary.pdf, 670 Sims Ave.Carreno R-R Ltr.8-15-25, 670 Sims Ave.Carreno R-R Ltr.8-28-25

Financials Included?:

Contact Name: Hoffman

Hearing Date:

Entered by: vicki.sheffer@ci.stpaul.mn.us

Ord Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2025	Magner, Steve	Approve	7/21/2025
1	2	7/21/2025	Hoban, David	Approve	7/21/2025
1	3	7/21/2025	Wiese, Angie	Approve	7/23/2025
1	4	7/21/2025	Skarda, Therese	Approve	7/23/2025
1	5	7/23/2025	Tincher, Jaime	Approve	7/23/2025
1	6	7/24/2025	Vang, Mai	Approve	7/28/2025
1	7	7/25/2025	Moermond, Marcia	Approve	8/4/2025
1	8	7/25/2025	Yannarelly, Joe - FYI	Notified - FYI	
1	9	7/25/2025	Musolf, Joe - FYI	Notified - FYI	
1	10	7/25/2025	Atangana, Jules - FYI	Notified - FYI	
1	11	7/25/2025	Gause, George - FYI	Notified - FYI	
1	12	7/25/2025	Ward 6 - FYI	Notified - FYI	
2	1	9/10/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/10/2025	Ward 6 - FYI	Notified - FYI	
2	3	9/10/2025	Nelsie Yang	Approve	9/10/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/12/2025	Laid Over	Legislative Hearings	08/26/2025		

Action Text: Laid Over to the Legislative Hearings due back on 8/26/2025

Notes: *Layover to LH August 26, 2025 at 9 am for further discussion.*

Kristina Kaluza, attorney o/b/o PHH, observed, hearing was conducted at 9 am, and left

at 9:36 am:
Ximena Correno, daughter of owner, appeared
Linda Carreno, owner, appeared

Moermond: Personal service July 13 Linda Correno, and also for PHH and Altisource. No one signed for the other two notices. This is in addition to placarding.

Staff report by Supervisor James Hoffman: The building is a two story, wood frame, single-family dwelling on a lot of 5,009 square feet. The property was condemned and ordered to be vacated by Code Enforcement on May 29, 2014. Vacant building folders were subsequently opened on June 24, 2014. The current property owner is Linda M Carreno, per Amanda and Ramsey County Property records.

On April 30, 2025, an inspection of the building was conducted, a list of deficiencies which constitute a nuisance condition was developed and photographs were taken. An Order to Abate a Nuisance Building was posted on May 28, 2025, with a compliance date of June 27, 2025. As of this date, the property remains in a condition which comprises a nuisance as defined by the legislative code. Taxation has placed an estimated market value of $25,000 on the land and $138,700 on the building. Real estate taxes are current. The vacant building registration fees are now due and owing in the amount of $5,410. As of August 11, 2025, a Code Compliance Inspection has not been done. As of August 11, 2025, the $5,000 performance deposit has not been posted.

There have been ten Summary Abatement notices issued since 2014, and no word orders have been issued. Code Enforcement Officers estimate the cost to repair this structure exceeds $150,000. The

estimated cost to demolish exceeds $35,000.

Moermond: based on the O&E report, sounds like liens are on the property. I think the Ramsey County taxation estimate is high, this building is in very bad shape. I'm also assuming this place has likely been cleaned out, but no inspector has been inside since 2014. At that time there was animal and other hoarding with significant sanitation issues. I have no one hear wanting to do anything with the building. Been in the Vacant Building program for 11 years. I'm going to recommend this is ordered removed within 15 days with no option to repair.

Kristina Kaluza: I haven't been retained officially yet. I do know typically my client likes to work with the City to rehab the building. I would request some time to talk to my client to see if we can get a hold of the borrower to make repairs.

Moermond: this goes to Council Public Hearing September 17. May 28 PHH did receive correspondence about this, so they have had 90 days to initiate action already. So, if you're here saying, "we just", that's kind of on you. We need the Code Compliance Inspection report and a $5,000 Performance Deposit. Those are the basic things required to get a continuance at Council. It shows the ownership is actually showing up at the table and not just begging for more time. Having handled this 11 years ago, I'm shocked it has taken this long to get to this point. It is quite bad. Hoarding often hides deeper issues. If those two things happen perhaps we could look at it, but I'd want that done before I'd ask Council to layover to continue any conversation. I'd want those 2 things done by the preceding Friday, September 12. Application made and Performance Deposit posted.

[The Carrenos showed up at 9:36 am after previous hearing concluded]

Ximena Correno, daughter, appeared
Linda Carreno, owner, appeared

[Moermond gives background of appeals process and how Category 3 substantial abatement process works]

[Supervisor James Hoffman gave summary/staff report again]

Moermond: hearing that, the highlights for me are it is 11 years since it was ordered vacated and condemned. The other is the building value in the summary is likely higher than the value. If you went to Ramsey County now and asked, they likely would come up with something lower. I know taxes are current. No Code Compliance Inspection Report has been done. I do see the City has sent several abatement notices, but you have taken care of things.

Linda Carreno: I'm staying in Bloomington now, at my late mother's home, with my granddaughter.

Ximena Correno: my daughter bought it from the estate and lives there with my grandson. We have three houses that all need equal attention in the family, my mom's is obviously the longest and more serious issue. There needs to be a cleanup, obviously. A dumpster and major cleanup. Until we came here we don't know what to do moving forward. Four years ago, the last time they came out I did a mental health assessment through Ramsey County to get a case manager. The ball got dropped on that. She is also not financially able to address this until recently, after my grandma passed she inherited money and no longer in foreclosure. I was working with PHH before foreclosure, but because it was condemned she couldn't get a loan. We spent a lot of money and time trying to get the mortgage rate dropped with that program. That ended up being a waste of time. She was originally approved, then they'd go back and change their mine. That was right before my grandmother fell. Then the pandemic for some of the years. Now suddenly it has been 11 years, but there has been a number of reasons it wasn't addressed. Now, with family help, we'd like to help her save the house. I get what you're saying, but realistically there needs to be a cleanup before any repairs or inspection. Her house was moved by ESNDC [East Side Neighborhood Development Co.] from York to Sims Avenue, so some of the foundation stuff is due to that.

Linda Carreno: it was on York Avenue by the school.

Ximena Correno: we've had several issues, random people coming into the home. Her husband has a drug problem. People are stealing things. I live in Minneapolis. I've had ongoing ankle surgeries. She also has health problems and mental health problems.

Linda Carreno: I'm planning on getting divorced, he has been causing me nothing but trouble. He

stays in the area.

Ximena Correno: he doesn't live in there but does go in occasionally. He was clean for a while, but it went downhill during the pandemic. She relied on him a lot for physical things. He helped when my daughter bought grandma's house. He's capable, not dependable.

Linda Carreno: besides that, if I can get a copy of things to discuss with my daughter, brother and sister so they can help me. I have some learning disabilities; I send my daughter everything.

Ximena Correno: she can't read and comprehend a letter.

Linda Carreno: my brother couldn't be here and wouldn't be here because he doesn't want me to be a burden to his family either, but I'd like to show them this process before I make a final decision.

Ximena Correno: we currently have a dumpster at my daughter's property because we're going through the estate. She was 92 years old and lived there her entire life and was hoarding at some point. No animals in there currently. I think they even trapped some animals outside the house hanging around. That's something we had issues with before. It isn't the first time this happened. There's still the mess from that. She's still scared to enter the home. She can't deal with this by herself; she's scared of all of this.

Moermond: first thing is to assess where you should be spending your money and what you should take loans for or not. You should be thinking about the amount of money you have to spend on housing, and whether you spend that limited pot on staying with granddaughter or finding someplace else to be—whatever that looks like—

Ximena Correno: most of her money is going to the mortgage, and a lot of that is escrow due to the number of assessments with the City. So, no principle is getting paid.

Moermond: you need to do an analysis of whether you have the time or energy to deal with this, cut my losses. I am losing, but I can't get myself out. That's one road.

Ximena Correno: obviously, we know that.

Moermond: of course you do. There may be a rehabber who may want to buy it from you. I don't know the value of that.

Ximena Correno: I've talked to a couple of those kinds of people recently. She wouldn't even break even. She has personal things in there. I haven't been inside in a long time.

Moermond: I think you do need to go in and think about what you want to do, what is in there, what can be pulled out. Mr. Hoffman, would you recommend wearing a respirator in there? Based on the animal hoarding, etcetera?

Hoffman: yes, certainly wear PPE. Even a full Tyvek suit and gloves. When you get into buildings that haven't had utilities.

Ximena Correno: there is electricity.

Hoffman: is the water on?

Ximena Correno: it was on up until a year or so ago. When she stopped going in after my grandma fell.

Hoffman: if the water is on and you're not running the heat in the winter you get broken pipes. From my experience it happens and it tends to cause large issues. Soiled carpet and things like that, that's been that way for 10 years, you could have some structural rotting and fall through the floor. Things to be cautious of.

Moermond: you mentioned earlier the roof had orders?

Hoffman: the initial condemnation in 2014.

Moermond: it was called out for leaking then, so that doesn't make things look better.

Ximena Correno: and I don't know. I can't even tell you—back then it needed to be addressed immediately and it wasn't. I don't even know what the structural damage is and she doesn't talk about it. Whatever is on that letter is all I know about, and that's from 2014. But I also don't want to see her lose her house. She just gave PHH $29,000 6 months ago. That's the hanging on part.

Moermond: of course.

Ximena Correno: if it is possible to save it that's what she wants to do. She has help. But that's what we're trying to figure out. If you see improvements and we are cleaning up, how much time is she looking at? Then she'd get more time? That's my biggest question.

Moermond: you have a hoarded house that is very likely structurally compromised. I also know you were living in that circumstance and it was ok with you and it took an order to vacate to get out and into a someplace safer.

Ximena Correno: that's the mental health part. We don't know because it hasn't been assessed.

Moermond: that's exactly right.

Linda Correno: I was just saying I think the floor is stable.

Ximena Correno: do you know if there was damage from the leaking roof?

Linda Correno: it was more the porch on the outside.

Ximena Correno: the three season porch. Upper level four season porch off the back of the house.

Linda Carreno: I keep getting offers but I didn't know if I could even sell it.

Moermond: you could have before May, with the Code Compliance Inspection report. At this point it is raised up another level. I could make an exception and allow you to sell but I need to know the person buying will get it done and they have to do that before they take title to the property. That's often written into the purchase agreement.

1 Legislative Hearings 08/26/2025 Referred City Council 09/17/2025

Action Text: Referred to the City Council due back on 9/17/2025

Notes: *Order the building removed within 15 days with no option to repair unless $5,000 PD is posted and CCIR is applied for no later than September 10, 2025.*

Kristina Kaluza, attorney o/b/o PHH, appeared via phone

Moermond: the property owner's daughter, Ximena, reached out to our office and said she can't attend because she picked up another shift at work and needs sleep. I'm looking at needing the same things we did before. James, has the property been maintained?

Supervisor James Hoffman: there's a Summary Abatement Order to cut the grass, otherwise it has been quiet.

Moermond: what I'm going to say is that they need to have an application for a Code Compliance Inspection Report in as well as the $5,000 Performance Deposit posted by September 10th. Lacking that, I will recommend the Council order the building removed within 15 days. This has a Council Public Hearing of September 17th. If they come through with those 2 things I will ask the Council to send it back to Legislative Hearing to give some time for the other things to occur.

Kaluza: will there be some sort of summary to the borrower and her daughter?

Moermond: we'll send a follow up letter similar to the 15th.

Kaluza: can I get a copy as well, so I can reach out to Ximena as well?

Moermond: we did send one August 15th. [confirms email was correct] We'll send a follow up letter this week as well.

Text of Legislative File RLH RR 25-23

Ordering the razing and removal of the structures at 670 SIMS AVENUE within fifteen (15) days after the September 17, 2025, City Council Public Hearing.

WHEREAS, the Department of Safety and Inspections has determined that 670 SIMS AVENUE is a nuisance building pursuant to Saint Paul Legislative Code §45.02 as 1) it is a vacant building as defined in §43.02; and 2) it has multiple housing code or building code violations or it has conditions constituting material endangerment as defined in §34.23, or it has a documented and confirmed history as a blighting influence in the community; and

WHEREAS, this property is legally described as follows, to wit: J R WEIDE'S SUB OF B27 ARLINGT LOT 8 BLK 27; and

WHEREAS, based upon the records in the Ramsey County Recorder's Office and information on file or obtained by the Department of Safety and Inspections, the following are the owners, interested or responsible parties for the subject property as of May 28, 2025: Linda Carreno, 10340 4th St S, Bloomington MN 55420; PHH Mortgage Corp, 1 Mortgage Way, Mount Laurel NJ 08054; Altisource Portfolio Solutions, 7730 Market Center Ave Suite 100, El Paso TX 79912; Halliday, Watkins & Mann PC, 1333 Northland Dr, Suite 205, Mendota Heights MN 55120; and Payne Phalen District 5 Planning Council; and

WHEREAS, each of these parties was served a written order dated May 28, 2025 advising them of the basis for the determination that the subject property was a nuisance, and that the nuisance building was to be repaired or razed and removed by June 27, 2025; and

WHEREAS, this order informed the interested or responsible parties that they must repair or raze and remove the structures(s) located on the Subject Property by June 27, 2025; and

WHEREAS, a placard indicating the City's order that this nuisance building be abated was posted on the building on May 29, 2025 in accordance with Saint Paul Legislative Code §45.11(2)c; and

WHEREAS, the nuisance condition was not corrected by June 27, 2025, and therefore an abatement hearing was scheduled before the City Council on September 17, 2025 and the owner or his duly authorized representative and any interested parties or their duly authorized representatives were properly notified of the time, date, and place of the hearing; and

WHEREAS, the Legislative Hearing Officer provided the owner and other interested parties an opportunity to discuss the matter at a legislative hearing on August 12, 2025; and

WHEREAS, a public hearing was held on September 17, 2025, and the City Council reviewed the record, which included the exhibits from the Department of Safety and Inspections, the minutes and recommendation of the Legislative Hearing Officer and any testimony at the hearing. Now, Therefore Be It

RESOLVED, that the Saint Paul City Council hereby finds:

1. That the structure(s) at 670 SIMS AVENUE is a nuisance building pursuant to Saint Paul Legislative Code §45.02, as 1) it is a vacant building as defined in §43.02; and 2) it has multiple

housing code or building code violations or it has conditions constituting material endangerment as defined in §34.23, or it has a documented and confirmed history as a blighting influence in the community; and 3) these nuisance conditions have not been corrected after notice of the same to the owner.

2. That the Department of Safety and Inspections has complied with all of the procedural requirements of the Saint Paul Legislative Code Chapter 45.

3. That the owners, interested parties or responsible parties have not presented a plan acceptable to the Legislative Hearing Officer and Department of Safety and Inspections staff to repair the structure(s) and correct all of the deficiencies listed in the Order to Abate Nuisance Building and the Code Compliance report and to make the structure(s) safe and code compliant within 15 days. And, Be It Further

RESOLVED, that the City Council orders that the owners, interested parties or responsible parties shall raze and remove the structure(s) within 15 days after the City Council Public Hearing. And, Be it Further

RESOLVED, that if the necessary corrective action has not been taken within the time allotted, the Department of Safety and Inspections is authorized to take those steps necessary to raze and remove this structure and to charge the costs incurred in accordance with Saint Paul Legislative Code §45.12(4). Any personal property or fixtures of any kind shall be removed by the owners, interested parties or responsible parties prior to the resolution compliance date or it will be considered to be abandoned and the City of Saint Paul shall remove and dispose of such property as it deems appropriate. And, Be It

FINALLY RESOLVED, that this resolution shall be served on any of the parties required to be notified in Saint Paul Legislative Code §45.12(4).

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 28, 2025

Linda M Carreno
10340 4th St S
Bloomington MN 55420

PHH Mortgage Corp
1 Mortgage Way
Mount Laurel NJ 08054

Altisource Portfolio Solutions
7730 Market Center Ave Suite 100
El Paso TX 79912

Halliday, Watkins & Mann PC
1333 Northland Dr, Suite 205
Mendota Heights MN 55120

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:

670 SIMS AVE

With the following Historic Preservation information: NONE

and legally described as follows, to wit:

J R WEIDE'S SUB OF B27 ARLINGT LOT 8 BLK 27

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 April 30, 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, wood frame, single-family dwelling.

The following is excerpted from the May 29, 2014 Notice of Condemnation as Unfit for Human Habitation and Order to Vacate:

- The interior of the house constitutes material endangerment. The interior is grossly unsanitary and a fire hazard. All rooms from floor to ceiling are full of soiled clothing, and other debris. Basement completely full off rubbish and could not gain access. Windows and doors blocked for egress. Cat feces all over the floors, carpeting soiled with cat feces and urine. Furnace and all utilities fixtures are blocked with combustibles. The house may not be occupied until the house is cleaned out and cleaned and sanitized. A thorough inspection will need to be done after debris is removed.
- 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. Permit may be required.

Additional Deficiencies:

- 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. Permit may be required.
- The exterior walls and/or trim of the house have defective, peeled, flaked, scaled, or chalking paint or have unpainted wood surfaces. Scrape and repaint to affect a sound condition in a professional manner.
- 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. Permit may be required.
- The exterior walls of the house are defective. Repair all holes, breaks, lose, or rotting siding, to a professional state of maintenance.
- 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.
- 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.
- Lacks electricity.
- Lacks natural gas service.
- 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 **June 27, 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

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 11, 2025

NOTICE OF PUBLIC HEARINGS

Linda Carreno
10340 4th St S
Bloomington MN 55420

PHH Mortgage Corp
1 Mortgage Way
Mount Laurel NJ 08054

Altisource Portfolio Solutions
7730 Market Center Ave Suite 100
El Paso TX 79912

Halliday, Watkins & Mann PC
1333 Northland Dr, Suite 205
Mendota Heights MN 55120

To All Known Responsible and/or Interested Parties:

The Saint Paul City Council and the Legislative Hearing Officer of the City Council have scheduled public hearings to consider a Council Resolution ordering the repair or removal of the building(s) located at **670 SIMS AVE.**

With the following Historic Preservation information: NONE

In accordance with the provisions of the Saint Paul Legislative Code Chapter 45, all owners of record and other interested parties with a known interest in this building(s) are hereby notified of these hearings. At these hearings, testimony will be heard from the Code Enforcement Officer and any other parties who wish to be heard. The Council will adopt a resolution describing what action, if any, the Council deems appropriate. If the action is to raze and remove the building(s), federal funds may be used.

Please be advised the Public Hearing before the Legislative Hearing Officer is scheduled for:

Tuesday, August 12, 2025, at 9:00 a.m. in Room 330, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102.

The Legislative Hearing Officer will hear the evidence and make a recommendation for action to the full City Council:

Wednesday, September 17, 2025, at 3:30 p.m. in the City Council Chambers, 3rd Floor, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102

All costs incurred by the City, including inspection costs, administrative costs, title searches, filing fees and, if necessary, demolition and removal expenses, will be assessed against the real estate as a special assessment to be collected in the same manner as real estate taxes. If you have any questions concerning this matter please call the Vacant/Nuisance Buildings Code Enforcement Officer James Hoffman at (651) 266-1947, or you may leave a voicemail message.

Sincerely,

James Hoffman

James Hoffman
Vacant Building Supervisor

DEPARTMENT OF SAFETY AND INSPECTIONS
Steve Magner, Manager of Code Enforcement

CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street., Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-1919
Web: www.stpaul.gov/dsi

364

May 29, 2014

NOTICE OF CONDEMNATION AS UNFIT FOR HUMAN HABITATION AND ORDER TO VACATE

Linda M Carreno
670 Sims Ave
St Paul MN 55106-3711

Dear Sir or Madam:

The Department of Safety and Inspections, Division of Code Enforcement, has determined that the dwelling and premises at **670 SIMS AVE** is "Unfit for Human Habitation". In accordance with Saint Paul Legislative Code, Chapter 34, Section 23, the premises will be placarded on

5-28-2014 and ordered vacated no later than **5-28-2014**.

Your attention is called to the following provisions of Section 34.23, Subsection 6 entitled, "Vacation of Structure or Unit":

> **"Any residential structure or residential unit which has been condemned or placarded as unfit for human habitation shall be vacated within the time set forth in the placard and/or order. It shall be unlawful for any person to let to any person for human habitation any structure or unit so condemned or placarded, and no person shall occupy the structure or unit after the date set forth in the placard and/or notice."**

THIS DWELLING SHALL NOT AGAIN BE USED FOR HUMAN HABITATION UNTIL WRITTEN APPROVAL IS SECURED FROM THE CITY OF SAINT PAUL; DEPARTMENT OF SAFETY AND INSPECTIONS, DIVISION OF CODE ENFORCEMENT

Principle Violations: These deficiencies must be corrected before this condemnation and vacate order will be removed.

1. The interior of the house constitutes material endangerment. The interior is grossly unsanitary and a fire hazard. All rooms from floor to ceiling are full of soiled clothing, and other debris. Basement completely full off rubbish and could not gain access. Windows and doors blocked for egress. Cat feces all over the floors, carpeting soiled with cat feces and urine. Furnace and all utilities fixtures are blocked with combustibles. The house may not be occupied until the house is cleaned out and cleaned and sanitized. A through inspection will be done after debris is removed.

Other Violations: These deficiencies must be corrected in order to bring this property into compliance with the Saint Paul Legislative Code.

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. Permit may be required. FRONT PORTION

Authorization to reoccupy this/these dwelling unit(s) will not be given until it is demonstrated that all principal violations have been corrected and that no new conditions exist which could constitute material endangerment or which threaten the peace, health, safety or welfare of the occupants of this building.

All repairs and new installations must be made in accordance with the appropriate codes. Permit information may be obtained from the Building Inspection and Design Section, 375 Jackson Street, Suite 220, (651) 266-8989.

You may file an appeal to this notice by contacting the City Clerk's Office at (651) 266-8688. Any appeal must be made in writing within 10 days of the date of this notice.

It is the responsibility of the property owner to keep all buildings secured and to properly maintain the premises at all times.

If you have any questions concerning this matter, please contact the Inspector, Paula Seeley, at 651-266-1916. To arrange an appointment or request an extension of time to complete repairs, you will need to speak directly to the inspector.

Sincerely,

Paula Seeley
Enforcement Officer

c: Posted to ENS

uhh60103 4/11

DEPARTMENT OF ADMINISTRATION
STATE HISTORIC PRESERVATION OFFICE

VIA EMAIL ONLY

SHPO File Number: **2023-2274**

Project Submitted by: **City of Saint Paul PED**

Date Project Received by SHPO: **May 17, 2023**

Project Type**: Demolition – no foreseeable redevelopment**

Project Address: **670 Sims Avenue, St. Paul**

Date Review Completed: **July 17, 2023**

This project has been reviewed by the Minnesota SHPO pursuant to the National Historic Preservation Act (36CFR800), the Minnesota Historic Sites Act, and the Minnesota Field Archaeology Act, as applicable. There are no reported historic or archaeological resources in the project area, and we feel that the probability of any unreported properties is low. Therefore, based on available information, we conclude that no historic properties eligible for or listed on the National Register of Historic Places will be affected by this project. If you have any questions, contact the Environmental Review staff at leslie.coburn@state.mn.us.

Sarah J. Beimers

Sarah Beimers
Manager, Environmental Review Program

Date: May 28, 2014
File #: 14 - 289612
Folder Name: 670 SIMS AVE
PIN: 292922420107

HP District:
Property Name:
Survey Info:



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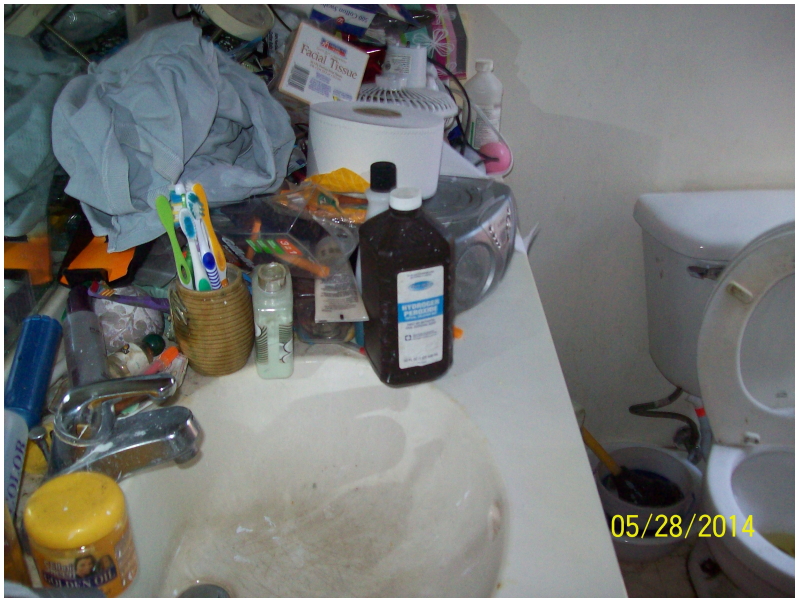

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Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**June 24, 2014**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**June 24, 2014**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**April 18, 2023**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**April 18, 2023**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**May 01, 2025**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**May 01, 2025**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date:	**May 01, 2025**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



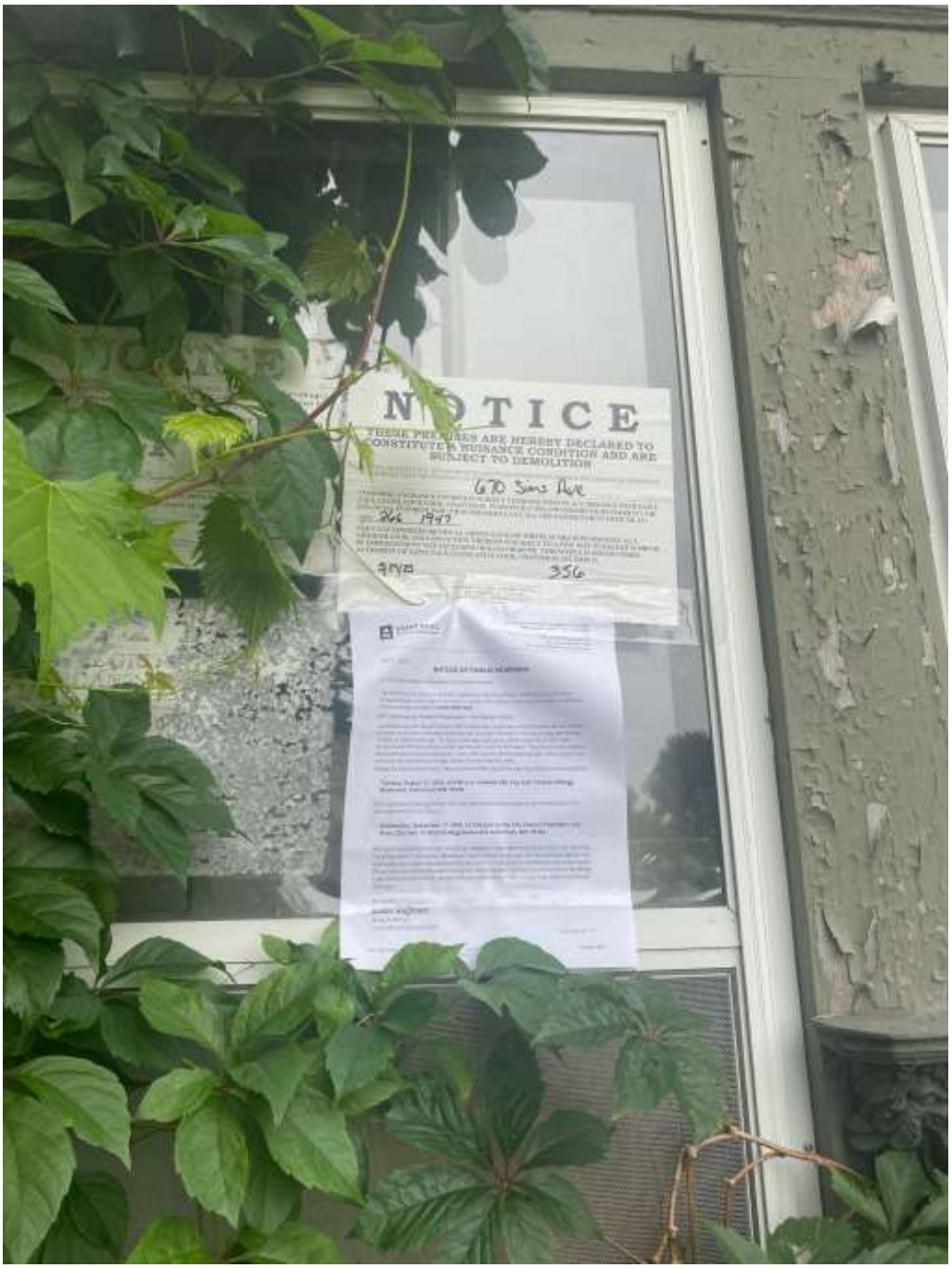
Date:	**May 01, 2025**	**HP District:**	
File #:	**14 - 301636**	**Property Name:**	
Folder Name:	**670 SIMS AVE**	**Survey Info:**	
PIN:	**292922420107**		



Date: May 30, 2025
File #: 14 - 301636
Folder Name: 670 SIMS AVE
PIN: 292922420107



Date: July 14, 2025
File #: 14 - 301636
Folder Name: 670 SIMS AVE
PIN: 292922420107



Date: July 14, 2025
File #: 14 - 301636
Folder Name: 670 SIMS AVE
PIN: 292922420107



SUMMARY FOR LEGISLATIVE HEARING

670 Sims Avenue

Legislative Hearing – **Tuesday, August 12, 2025**

City Council – **Wednesday, September 17, 2025**

The building is a two story, wood frame, single-family dwelling on a lot of 5,009 square feet. The property was condemned and ordered to be vacated by Code Enforcement on May 29, 2014. Vacant building folders were subsequently opened on June 24, 2014.

The current property owner is Linda M Carreno, per AMANDA and Ramsey County Property records.

On April 30, 2025, an inspection of the building was conducted, a list of deficiencies which constitute a nuisance condition was developed and photographs were taken. An ORDER TO ABATE A NUISANCE BUILDING was posted on May 28, 2025, with a compliance date of June 27, 2025. As of this date, the property remains in a condition which comprises a nuisance as defined by the legislative code.

Taxation has placed an estimated market value of $25,000 on the land and $138,700 on the building.

Real estate taxes are current.

The vacant building registration fees are now due and owing in the amount of $5,410.

As of August 11, 2025, a Code Compliance Inspection has not been done.

As of August 11, 2025, the $5,000 performance deposit has not been posted.

There have been ten (10) SUMMARY ABATEMENT NOTICES issued since 2014, and no WORK ORDERS have been issued.

Code Enforcement Officers estimate the cost to repair this structure exceeds $150,000. The estimated cost to demolish exceeds $35,000.

DSI, Division of Code Enforcement Resolution submitted for consideration orders the property owner to repair or remove this structure within fifteen (15) days. If not, the resolution authorized the Division of Code Enforcement to demolish and assess the costs to the property.

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 15, 2025

Linda Carrero
10340 4th Ave S.
Minneapolis, MN 55420

VIA EMAIL: missnitag@gmail.com

Kristina Kaluza
Dykema
4000 Wells Fargo Center
Minneapolis, MN 55402

VIA
EMAIL:kkaluza@dykema.com

Ximena Carreno
3529 Longfellow Ave.
Minneapolis, MN 55407

VIA EMAIL: bezzylady@gmail.com

Re: Remove or Repair of the Structure at 670 SIMS AVENUE

Dear Interested Parties:

This is to confirm that at the Legislative Hearing on August 12, 2025, Legislative Hearing Officer Marcia Moermond continued the matter to Legislative Hearing on **Tuesday, August 26, 2025 at 9 am in room 330 City Hall/Court House for further discussion.**

For your reference, the following items would need to be completed before receiving a grant of time from the City Council to rehabilitate the property:

1. If you are intending to have a third party rehabilitate the property, pending transfer of title, the contract used for this transaction will need to be approved by the Legislative Hearing Officer. **Please note that title cannot transfer until the rehabilitation is complete and nuisance abated;**
2. **$5,000 Performance Deposit** posted with the Department of Safety & Inspections;
3. apply for a Code Compliance inspection with the Department of Safety & Inspections;
4. **submit evidence of financing sufficient to complete the rehabilitation.** Staff estimates costs to exceed $150,000. If total for bids are more than 20% less than staff estimate, a high level of detail will be required. Financing could be business or personal accounts, a line of credit, or construction loan. Other types of financing will be reviewed on a case by case basis;
5. **submit an affidavit indicating the finances will be dedicated to completing the**

project and not diverted until a code compliance certificate is issued;

6. **submit work plan, sworn construction statement, or scope of work.** This should include **signed** subcontractor bids which address all items in the Code Compliance Inspection Report and a **schedule** for completion of the project; and
7. **the property must be maintained.**

If you have any questions, please contact our office at 651-266-8585.

Sincerely,

/s/
Joanna Zimny
Legislative Hearing Executive Assistant

c: Rehabilitation & Removal staff

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

Linda Carreno
10340 4th Ave S.
Minneapolis, MN 55420

VIA EMAIL: missnitag@gmail.com

Kristina Kaluza
Dykema
4000 Wells Fargo Center
Minneapolis, MN 55402

VIA EMAIL: kkaluza@dykema.com

Ximena Carreno
3529 Longfellow Ave.
Minneapolis, MN 55407

VIA EMAIL: bezzylady@gmail.com
VIA EMAIL: nitawildone@gmail.com

Re: Remove or Repair of the Structure at 670 SIMS AVENUE

Dear Owner and/or Interested Parties:

This is to confirm that at the Legislative Hearing on August 26, 2025, Legislative Hearing Officer Marcia Moermond's recommendation will be that the City Council **order the building removed within 15 days with no option to repair *unless the $5,000 (refundable) Performance Deposit is posted with the Department of Safety & Inspections and a Code Compliance Inspection application is made no later than September 10, 2025.***

If those two items are completed, Ms. Moermond will ask the Council to refer the matter back to Legislative Hearing to give you more time to complete the remaining requirements to be given time to rehabilitate the property. These items were detailed in my August 15 letter to you.

The Performance Deposit form and Code Compliance Inspection application can be found online here: https://www.stpaul.gov/departments/safety-inspections/rent-buy-sell-property/vacant-buildings/vacant-building-program. Please contact the Department of Safety & Inspections directly at 651-266-8989 with questions about application or payment.

This matter will go before the City Council at Public Hearing on **Wednesday, September 17, 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
Legislative Hearing Executive Assistant

c: Rehabilitation & Removal staff

City of Saint Paul

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

Master

File Number: RLH TA 24-489

File ID:	RLH TA 24-489	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	11/26/2024
File Name:	676 3rd St E, 676 Third St E			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 676 THIRD STREET EAST. (File No. J2504E, Assessment No. 258303) (Continue public hearing to August 6, 2025)

Notes: Maryan Adan
elmi1960@hotmail.com
612-913-2680
11/26/24-sent packet to owner. MV

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 7	**Agenda Number:**	44
Sponsors:	Johnson	**Enactment Date:**	
Attachments:	676 Third St E.SA Letter 6-6-24.pdf, 676 Third St E.Photos 6-6-24.pdf, 676 Third St E.SA Letter 6-14-24.pdf, 676 Third St E.EC Letter & Bill 6-14-24.pdf, 676 Third St E.Photos 6-14-24.pdf	**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	11/26/2024	Vang, Mai	Approve	11/30/2024
2	1	12/30/2024	Moermond, Marcia	Approve	12/25/2024
2	2	12/30/2024	Ward 7 - FYI	Notified - FYI	
2	3	12/31/2024	Cheniqua Johnson	Approve	1/1/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	12/03/2024	Referred	City Council	02/19/2025		

Action Text: Referred to the City Council due back on 2/19/2025
Notes: *Continue CPH to August 6, 2025 and if no same or similar violations, delete assessment. Otherwise,*

approve in full.

Maryan Adan, owner, appeared via phone

June 6, 2024 a Summary Abatement Order was issued to remove and dispose of a TV, tire, wood and miscellaneous debris from property. Compliance of June 13. We rechecked June 14, it wasn't done. They sent an Excessive Consumption for a total assessment of $169. No returned mail, but a history here at the property.

Adan: I'm appealing because we received that letter and we're new in the area and didn't know the rules. We have a camera installed and someone brought the TV there and we didn't know how to find the person. We thought maybe the garbage collector would pick it up. We didn't know we'd be charged. Once we got the letter we paid to remove it. The wood was ours and the rest wasn't ours.

Moermond: they want to bill you for the inspection they did and found it wasn't done. That was on June 14. They want to charge you for the trip.

Adan: we didn't see the letter they sent to us, but we saw the letter they checked and you didn't do it, so we will give you another deadline to clean. We didn't see the first letter. If we had we'd have already cleaned it.

Moermond: how long have you owned it?

Adan: May of 2022.

Moermond: when I look at the history on your property, in 2022 you had one issue with not removing the snow. You did take care of overhanging vegetation. I'm thinking that I'd like to set this up that if you don't have any violations for a period of time this gets deleted. Your Council Public Hearing is February 19. I'll ask the Council to continue your case to August 6. If you have violations between now and August 6, 2025 this assessment will be deleted.

2	City Council	02/19/2025	Continue Public Hearing	City Council	08/06/2025
	Action Text:	Public hearing continued to August 6, 2025			
2	City Council	08/06/2025	Continue Public Hearing	City Council	08/20/2025
	Action Text:	Public hearing continued to August 20, 2025			
2	City Council	08/20/2025	Continue Public Hearing	City Council	09/17/2025
	Action Text:	Public hearing continued to September 17, 2025			

Text of Legislative File RLH TA 24-489

Ratifying the Appealed Special Tax Assessment for property at 676 THIRD STREET EAST. (File No. J2504E, Assessment No. 258303) (Continue public hearing to August 6, 2025)

..Hearing Date(s)
Date of LH: 12/3/24
Time of LH: 10am
Date of CPH: 2/19/25

Cost: $134
Service Charge: $35
Total Assessment: $169
Name of Property Owner/Representative of Management Co.: Maryan Adan
Type of Order/Fee: Excessive inspection billed during 5/22/24-6/20/24
Nuisance: SA to dispose tv, tire, wood & misc debris from property

Date of Orders: SA 6/6/24; SA 6/14/24
Compliance Date: 6/13/24; 6/21/24
Re-Check Date: 6/14/24-TV, tire, wood & misc debris on property, sending EC and another SA Letter; 6/13/24 - tires, tv, wood and misc debris has not been removed, closing file. AM
Date Work Done: 6/24/24 - broken tv and trash has been removed. closing file AM
Work Order #: 24-043215, Inv # 1856604
Returned Mail?: No
Comments:
History of Orders on Property: 8/7/23-ohv (abated/closed), 12/19/22-snow (wo), 2/9/22-snow (wo), 1/21/22-snow (closing due to new snowfall), 11/16/20-snow (closed-abated), 5 more complaints for garbage, ohv in 2020, 4 in 2019.

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 [type of tax roll and time period] [RE Project #] 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 August 6, 2025.

CITY OF SAINT PAUL
CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

June 06, 2024

24 - 043215

SUMMARY ABATEMENT ORDER

OCCUPANT
676 3RD ST E
ST PAUL MN 55106-5104

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PLEASE REMOVE AND PROPERLY DISPOSE OF THE TV, TIRE, WOOD AND MISCELLANEOUS DEBRIS FROM THE PROPERTY. THANKS. Comply before June 13, 2024

Comply before: June 13, 2024

Questions: Call your Inspector Anthony Munos

Phone Number: 651-266-9058

Thank you - we appreciate your cooperation!

If you do not correct the nuisance or file an appeal before June 13, 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.

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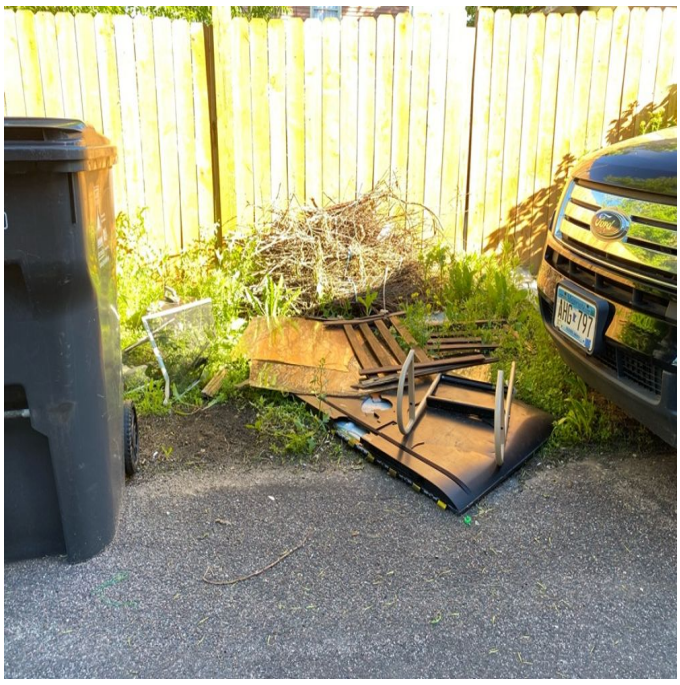

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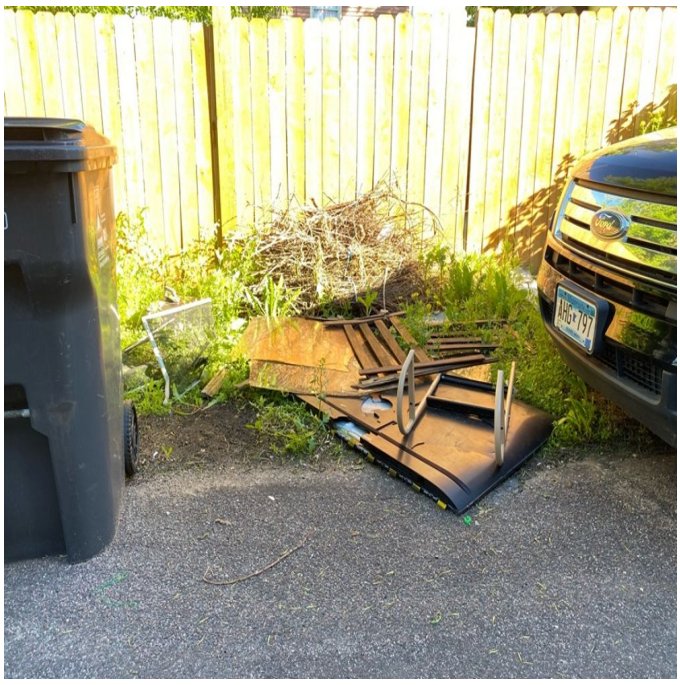

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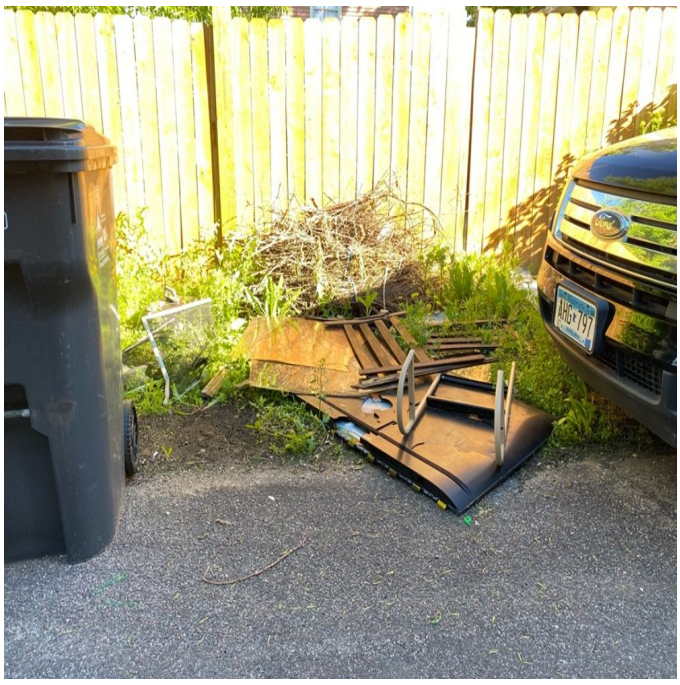

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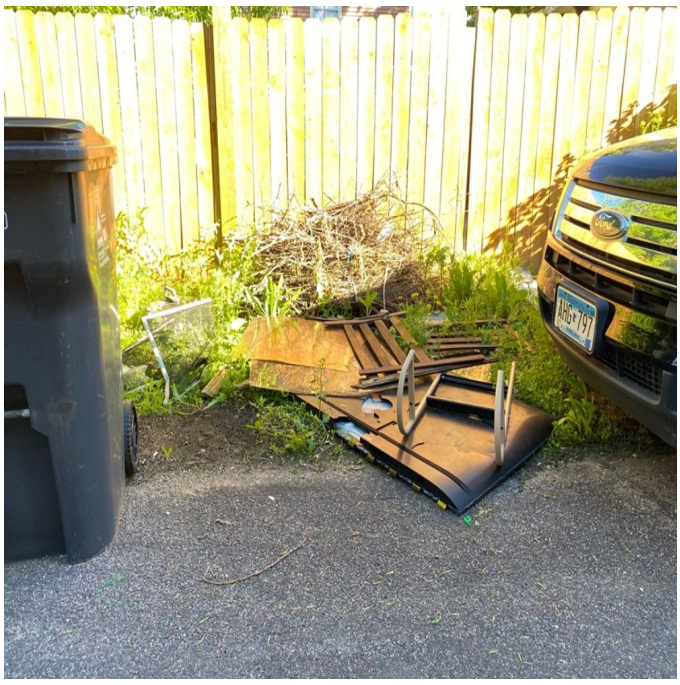

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Maryan H Adan/Mohamed Abdi 676 3rd St E St Paul MN 55106-5104 Maryan H Adan 676 3rd St E St Paul MN 55106-5104Occupant

2132

676 Third St E.Photos 6-6-24





331

CITY OF SAINT PAUL
DEPARTMENT OF SAFETY AND INSPECTIONS
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375 Jackson Street, Suite 220
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June 14, 2024

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FAILURE TO COMPLY MAY RESULT IN FURTHER ENFORCEMENT ACTION. THANK YOU FOR YOUR COOPERATION.

Issued by: Anthony Munos Badge: 331 Phone Number: 651-266-9058
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Also Sent To:
Occupant

Maryan H Adan/Mohamed Abdi 676 3rd St E St Paul MN 55106-5104

Maryan H Adan 676 3rd St E St Paul MN 55106-5104

APPEALS: You may appeal this order and obtain a hearing before the City Council by completing an appeal application with the City Clerk before the appeal deadline noted above or seven (7) days after the date mailed, which ever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310 in City Hall, 15 W Kellogg Blvd., St. Paul, MN 55102. The telephone number is (651) 266-8688. You must submit a copy of this Summary Abatement Notice with your appeal application.

*WARNING Code inspection and enforcement trips cost the taxpayers money. If the violations are not corrected within the time period required in this notice, the city's costs in conducting a reinspection after the due date for compliance will be collected from the owner rather than being paid by the taxpayers of the city. If additional new violations are discovered within the next following 12 months, the city's costs in conducting additional inspections at this same location within said 12 months will be collected from the owner rather than being paid by the taxpayers of the city. Any such future costs will be collected by assessment against the real property and are in addition to any other fines or assessments which may be levied against you and your property.

sa.rpt 9/15

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

June 14, 2024

Maryan H Adan/Mohamed Abdi
676 3rd St E
St Paul MN 55106-5104

Maryan H Adan/Mohamed N Abdi
676 3rd St E
St Paul MN 55106-5104

Maryan H Adan
676 3rd St E
St Paul MN 55106-5104

Dear Maryan H Adan/Mohamed Abdi and others, if listed:

On June 14, 2024, this department conducted an inspection of your property at **676 3RD ST E**and because **you were not compliant with a previous order**.

Deficiency: "FAILED TO REMOVE AND PROPERLY DISPOSE OF THE TV, TIRE, WOOD AND MISCELLANEOUS DEBRIS FROM THE PROPERTY. "

YOU ARE BEING BILLED $134, for the cost of this inspection. This is in accordance with Chapter 34.24 of the Saint Paul Legislative Code. Payment is due upon receipt of this letter. Make your check payable to the “City of Saint Paul” and mail your payment to:

Department of Safety and Inspections, Code Enforcement
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

If you do not pay within 30 days, the amount of this bill, *plus administrative costs*, will be assessed to your property taxes.

NOTICE

Your property is scheduled for a REINSPECTION on **June 21, 2024.**

****WARNING****

IF YOU DO NOT HAVE THE VIOLATION(S) CORRECTED BY THE NEXT INSPECTION DATE, June 13, 2024, YOU WILL BE BILLED AN ADDITIONAL $134.00. CALL THE INSPECTOR IF YOU HAVE ANY QUESTIONS: Anthony Munos, 651-266-9058

Anthony Munos
Code Enforcement Inspector

City of Saint Paul, Department of Department of Safety and Inspections

June 14, 2024

EXCESSIVE CONSUMPTION

Invoice #: 1856604

File #: 24-043215
Property Address: 676 3RD ST E
Property PIN: 322922410165
Owner Name: Maryan H Adan/Mohamed Abdi

Fee Description	Amount
Excessive Consumption (Non Compliance)	$ 134

Payment is due upon receipt of this letter. **Failure to pay within 30 days will result in the amount due assessed to your property taxes.** Make your check payable to the City of Saint Paul.

Send payment to: Department of Safety and Inspections
Excessive Consumption Unit
375 Jackson Street, Suite 220
St. Paul, MN 55101-1806

Keep this portion for your records:

Date Paid: _____ Amount Paid: $_____ Check or Money Order #: _____

---↔----------↔----------↔---------CUT HERE---------↔----------↔----------↔---

RETURN THIS PORTION WITH YOUR PAYMENT

City of Saint Paul, Department of Department of Safety and Inspections, Code Enforcement Division

EXCESSIVE CONSUMPTION PAYMENT

Folder #: **24-043215**
Invoice: No: 1856604 Date: June 14, 2024
Property Address: 676 3RD ST E
Property PIN: 322922410165
Owner Name: Maryan H Adan/Mohamed Abdi

Fee Description	Amount
Excessive Consumption (Non Compliance)	$ 134

Deficiency: "FAILED TO REMOVE AND PROPERLY DISPOSE OF THE TV, TIRE, WOOD AND MISCELLANEOUS DEBRIS FROM THE PROPERTY. "

Date:	**June 14, 2024**	**HP District:**	**HPC: Historic**
File #:	**24 - 043215**	**Property Name:**	
Folder Name:	**676 3RD ST E**	**Survey Info:**	
PIN:	**322922410165**		



Date:	**June 14, 2024**	**HP District:**	**HPC: Historic**
File #:	**24 - 043215**	**Property Name:**	
Folder Name:	**676 3RD ST E**	**Survey Info:**	
PIN:	**322922410165**		



City of Saint Paul

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

Master

File Number: RLH TA 25-358

File ID:	RLH TA 25-358	**Type:**	Resolution LH Tax Assessment Appeal	**Status:**	Agenda Ready
Version:	2	**Contact Number:**		**In Control:**	City Council
Department:		**Cost:**		**File Created:**	08/01/2025
File Name:	1760 Wilson Avenue			**Final Action:**	

Title: Ratifying the Appealed Special Tax Assessment for property at 1760 WILSON AVENUE. (File No. J2525R, Assessment No. 258565) (To refer back to November 4, 2025 Legislative Hearing)

Notes: Kaye Prokosch
prokoschproperties@gmail.com
651-755-5690

8/13/25: rescheduled o 9/9/25

9//5 rescheduled from 9/9 to 11/4 - JZ

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:	Special Tax Assessments; Ward - 7	**Agenda Number:**	45
Sponsors:	Johnson	**Enactment Date:**	
Attachments:		**Financials Included?:**	
Contact Name:		**Hearing Date:**	
Entered by:	mai.vang@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/5/2025	Moermond, Marcia	Approve	9/9/2025
2	1	9/11/2025	Moermond, Marcia	Approve	9/15/2025
2	2	9/11/2025	Ward 7 - FYI	Notified - FYI	
2	3	9/11/2025	Cheniqua Johnson	Approve	9/15/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	09/09/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025
Notes: *Referred back to November 4, 2025 Legislative Hearing at 10am (Amanda/PAULIE transition); (CPH*

Text of Legislative File RLH TA 25-358

Ratifying the Appealed Special Tax Assessment for property at 1760 WILSON AVENUE. (File No. J2525R, Assessment No. 258565) (To refer back to November 4, 2025 Legislative Hearing)

..Hearing Date(s)
Date of LH: 8/19/25 (Rescheduled 08/05/25)
Time of LH: 9am
Date of CPH: 9/17/25

STAMP/Amanda/PAULIE down: LH rescheduled to 11/4/25 9am. CPH on 1/14/26.

Cost: $225
Service Charge: $164
Total Assessment: $389
Name of Property Owner/Representative of Management Co.: Kaye Prokosch
Type of Order/Fee: SAO
Nuisance:
Date of Orders:
Compliance Date:
Re-Check Date:
Date Work Done: 5/28/25-done by owner
Work Order #: 25-035420
Returned Mail?: No
Comments:
History of Orders on Property:

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 service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565) 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 forthcoming and to refer back to November 4, 2025 Legislative Hearing.

City of Saint Paul

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

Master

File Number: RLH AR 25-74

File ID:	RLH AR 25-74	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/15/2025
File Name:	Rubbish and Garbage Clean Up May 12 to 28, 2025			**Final Action:**	

Title: Ratifying the assessment for Rubbish and Garbage Clean Up service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	46
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll J2525R.258565	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/18/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/21/2025	Rolf, Lynn	Approve	7/22/2025
1	3	7/21/2025	Ladd, Josh	Approve	7/23/2025
1	4	7/21/2025	Logsdon, Laura	Approve	7/23/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/24/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/9/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/9/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/10/2025	Rebecca Noecker	Approve	9/11/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-74

Ratifying the assessment for Rubbish and Garbage Clean Up service during May 12 to 28, 2025. (File No. J2525R, Assessment No. 258565)

WHEREAS, the Saint Paul City Council in Council File RES 25-1016 accepted the Report of Completion for Rubbish and Garbage Clean Up on Private Properties during the time period of May 12 to May 28, 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments:

RLH TA 25-349: 1499 Albert Street North;
RLH TA 25-348: 732 Case Avenue;
RLH TA 25-XXX: 580 Minnehaha Avenue East - delete for separate consideration to be referred back to September 23, 2025 Legislative Hearing;
RLH TA 25-358: 1760 Wilson Avenue - delete for separate consideration to be referred back to November 4, 2025 Legislative Hearing; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 60 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
St Paul Public Housing Agency 555 Wabasha St N Ste 400 St Paul MN 55102-1602 ***868 3RD ST E** *Ward: 7 *Pending as of: 6/2/2025	STINSONS SUBDIVISION OF BLOCK 83 OF LYMAN DAYTON'S ADDITION TO ST. PAUL LOT 3 BLK 83 ** PLEASE NOTE ** 25-035155 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**33-29-22-23-0209**
Titus T Jaafaru Roseline Jaafaru 6227 Stevens Ave Richfield MN 55423-1607 ***826 5TH ST E** *Ward: 7 *Pending as of: 6/2/2025	AUDITOR'S SUBDIVISION NO. 69 ST. PAUL, MINN. LOT 3 BLK 2 ** PLEASE NOTE ** 25-031703 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**33-29-22-23-0133**
Lee A Williams Marilyn Fairchild 1499 Albert St N St Paul MN 55108-2301 ***1499 ALBERT ST N** *Ward: 4 *Pending as of: 6/2/2025	FRANKSON'S COMO PARK ADDITION LOT 1 BLK 3 ** PLEASE NOTE ** 25-034122 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**22-29-23-24-0145**
501 Blair Avenue Llc 1014 Armstrong Ave St Paul MN 55102-3741 ***501 BLAIR AVE** *Ward: 1 *Pending as of: 6/2/2025	SMITH'S SUBDIVISION OF BLOCK 3 OF STINSON'S DIVISION OF NW 1/4, SEC. 36, T. 29, R. 23 WEST LOT 15 BLK 3 ** PLEASE NOTE ** 25-034616 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**36-29-23-22-0056**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Rey Macias 1031 Bradley St St Paul MN 55130-3801 ***1031 BRADLEY ST** *Ward: 5 *Pending as of: 6/2/2025	FAIRVIEW ADDITION LOT 3 BLK 6 ** PLEASE NOTE ** 25-034768 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**29-29-22-24-0056**
Kt Rentals Llc 761 Bartelmy Ln N Maplewood MN 55119-3819 ***1781 BUSH AVE** *Ward: 7 *Pending as of: 6/2/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 16 BLK 3 ** PLEASE NOTE ** 25-033178 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	365.00 124.00 1.00 1.00	$365.00 $124.00 $35.00 $5.00 $529.00	**26-29-22-33-0134**
Secretary Of Housing & Urban Dev 14002 E 21st St Ste 300 Tulsa OK 74134-1421 ***1504 CASE AVE** *Ward: 6 *Pending as of: 6/2/2025	BROKMEIERS SUBDIVISION LOT 10 BLK 1 ** PLEASE NOTE ** 25-031186 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	560.00 124.00 1.00 1.00	$560.00 $124.00 $35.00 $5.00 $724.00	**27-29-22-31-0006**
Byron Lee Broughten 732 Case Ave St Paul MN 55106-3704 ***732 CASE AVE** *Ward: 6 *Pending as of: 6/2/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 2 BLK 23 ** PLEASE NOTE ** 25-033215 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**29-29-22-41-0040**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Ha Duong 1286 Clarence St St Paul MN 55106-2062 ***1286 CLARENCE ST** *Ward: 6 *Pending as of: 6/2/2025	SECTION 22 TOWN 29 RANGE 22 N 70 FT OF W 190 FT OF S 1/2 OF NE 1/4 OF SW 1/4 OF SW 1/4 (SUBJ TO ST) IN SEC 22 TN 29 RN 22 ** PLEASE NOTE ** 25-028720 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	770.00 124.00 1.00 1.00	$770.00 $124.00 $35.00 $5.00 $934.00	**22-29-22-33-0058**
Michael G Podany 14601 Summit Oaks Dr Burnsville MN 55337-4786 ***939 CONWAY ST** *Ward: 7 *Pending as of: 6/2/2025	JOSEPH ARTH'S SUBDIVISION OF BLOCK 85 OF LYMAN DAYTON'S ADDITION TO ST PAUL LOT 16 BLK 85 ** PLEASE NOTE ** 25-031402 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**33-29-22-24-0205**
Capgrow Holdings Jv Sub Viii Llc 320 W Ohio St Ste 650 Chicago IL 60654-7816 ***1036 DESOTO ST** *Ward: 5 *Pending as of: 6/2/2025	FAIRVIEW ADDITION EX N 38 FT; LOT 10 & LOT 11 BLK 5 ** PLEASE NOTE ** 25-032834 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**29-29-22-24-0197**
Kristie A Schmidt 1107 Edmund Ave St Paul MN 55104-2521 ***1107 EDMUND AVE** *Ward: 4 *Pending as of: 6/2/2025	SANBORN'S MIDWAY ADDITION TO ST. PAUL, MINN. LOT 29 BLK 1 ** PLEASE NOTE ** 25-034121 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	615.00 124.00 1.00 1.00	$615.00 $124.00 $35.00 $5.00 $779.00	**34-29-23-14-0028**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Danmark Properties Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***546 EDMUND AVE** *Ward: 1 *Pending as of: 6/2/2025	H. M. RANNEY'S SUBDIVISION BLOCK 11, STINSON'S DIVISION TO ST. PAUL, MINN. LOT 12 BLK 2 ** PLEASE NOTE ** 25-035114 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**36-29-23-23-0044**
Heights Apartments Llc 1881 Station Pkwy Nw Andover MN 55304-3364 ***395 FAIRVIEW AVE N** *Ward: 4 *Pending as of: 6/2/2025	UNION PARK LOT 47 ** PLEASE NOTE ** 25-034613 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	370.00 124.00 1.00 1.00	$370.00 $124.00 $35.00 $5.00 $534.00	**33-29-23-31-0051**
Lang Lang Properties Llc 733 Aurora Ave St Paul MN 55104-4986 ***703 FARRINGTON ST** *Ward: 1 *Pending as of: 6/2/2025	HUMPHREY'S ADDITION TO SAINT PAUL EX N 36 FT LOT 1O AND ALL OF LOT 11 BLK 3 ** PLEASE NOTE ** 25-031004 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**36-29-23-12-0009**
Sophia Stout Michael Gough 559 Forest St N St Paul MN 55106-5217 ***559 FOREST ST** *Ward: 7 *Pending as of: 6/2/2025	ASCH'S SUBDIVISION OF BLOCK 92, LYMAN DAYTON'S ADDITION TO ST. PAUL LOT 3 BLK 92 ** PLEASE NOTE ** 25-035158 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**33-29-22-23-0031**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Shawn Moore Jessica Moore 634 Fuller Ave St Paul MN 55104-4827 ***634 FULLER AVE** *Ward: 1 *Pending as of: 6/2/2025	BUTTERFIELD SYNDICATE ADDITION NO. 1 LOT 4 BLK 10 ** PLEASE NOTE ** 25-031831 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**35-29-23-41-0124**
Quetico Property Mgmt Llc Po Box 862 Lake Elmo MN 55042-0862 ***166 GEORGE ST W** *Ward: 2 *Pending as of: 6/2/2025	NELSON STEVENS AND KING'S ADDITION TO WEST ST PAUL SUBJ TO ESMTS; THAT PT OF LOT 7 LYING N OF THE S 5.6 FT & THAT PT OF THE W 9.6 FT OF LOT 6 LYING N OF THE S 29.80 FT & THE N 24.20 FT OF THE S ** PLEASE NOTE ** 25-034157 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	435.00 124.00 1.00 1.00	$435.00 $124.00 $35.00 $5.00 $599.00	**07-28-22-13-0172**
Rigoberto Tristin Rojas 118 Granite St St Paul MN 55117-5530 ***118 GRANITE ST** *Ward: 1 *Pending as of: 6/2/2025	EDMUND RICE'S SECOND ADDITION TO THE CITY OF ST. PAUL LOT 7 BLK 4 ** PLEASE NOTE ** 25-032637 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	615.00 124.00 1.00 1.00	$615.00 $124.00 $35.00 $5.00 $779.00	**30-29-22-43-0035**
East Properties Llc 1360 University Ave W Unit 185 St Paul MN 55104-4086 ***499 GROTTO ST N** *Ward: 1 *Pending as of: 6/2/2025	SYNDICATE NO. 1 ADDITION S 1/2 OF LOTS 1 AND LOT 2 BLK 3 ** PLEASE NOTE ** 25-031164 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	560.00 124.00 1.00 1.00	$560.00 $124.00 $35.00 $5.00 $724.00	**35-29-23-13-0204**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Iowa Avenue Portfolio Llc 1300 Larc Industrial Blvd Burnsville MN 55337-1412 ***121 HOYT AVE W** *Ward: 5 *Pending as of: 6/2/2025	MERRILLS DIVISION OF RICE STREET VILLAS ALL OF VAC N AND S ALLEY IN BLK 8 S 1/2 OF VAC ALLEY ADJ AND LOTS 21 AND 22 AND N 1/2 OF VAC ALLEY ADJ AND FOL LOTS 4 THRU LOT 9 BLK 8 ** PLEASE NOTE ** 25-031733 5/16/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	1,970.00 124.00 1.00 1.00	$1,970.00 $124.00 $35.00 $5.00 $2,134.00	**19-29-22-22-0033**
Gloria Van Sloun 440 Jayne St St Paul MN 55119-4042 ***440 JAYNE ST** *Ward: 7 *Pending as of: 6/2/2025	HUDSON ROAD GARDENS SUBJ TO ST AND ESMT THE W 1/2 OF N 60 FT OF LOT 4 BLK 1 ** PLEASE NOTE ** 25-033782 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**35-29-22-31-0012**
Jackie J O'Connor 881 Johnson Pkwy St Paul MN 55106-3419 ***881 JOHNSON PKWY** *Ward: 6 *Pending as of: 6/2/2025	TRACYS OUTLOTS IN THE TOWNSHIP OF NEW CANADA, RAMSEY CO., AND STATE OF MINNESOTA LOT 7 BLK 9 ** PLEASE NOTE ** 25-033842 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	300.00 124.00 1.00 1.00	$300.00 $124.00 $35.00 $5.00 $464.00	**27-29-22-32-0097**
Fronk Real Estate Llc 5775 Wayzata Blvd Ste 700-9176 Saint Louis Park MN 55416-1222 ***891 JOHNSON PKWY** *Ward: 6 *Pending as of: 6/2/2025	TRACYS OUTLOTS IN THE TOWNSHIP OF NEW CANADA, RAMSEY CO., AND STATE OF MINNESOTA S 48 FT OF LOT 5 BLK 9 ** PLEASE NOTE ** 25-033849 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**27-29-22-32-0095**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Northern Oak Investments Llc 1813 Kentucky Ave S Minneapolis MN 55426-2151 ***551 KENT ST** *Ward: 1 *Pending as of: 6/2/2025	SMITHS SUBDIVISION OF BLOCK 12, STINSONS DIVISION OF ST. PAUL, MINN. N 56 FT OF LOT 60 BLK 12 ** PLEASE NOTE ** 25-036202 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	1,490.00 124.00 1.00 1.00	$1,490.00 $124.00 $35.00 $5.00 $1,654.00	**36-29-23-23-0185**
Lafond Properties Llc 607 Washington Ave S Ste 101 Minneapolis MN 55415-1100 ***434 LAFOND AVE** *Ward: 1 *Pending as of: 6/2/2025	SMITHS SUBDIVISION OF BLKS 2 6 7 AND 8 LOTS 16 AND LOT 17 BLK 8 ** PLEASE NOTE ** 25-034153 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	735.00 124.00 1.00 1.00	$735.00 $124.00 $35.00 $5.00 $899.00	**36-29-23-21-0137**
Twin Cities Habitat For Humanity Inc 1954 University Ave W St Paul MN 55104-3426 ***722 LAFOND AVE** *Ward: 1 *Pending as of: 6/2/2025	CHUTE BROTHERS DIVISION NO. 5 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 11 ** PLEASE NOTE ** 25-034162 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	335.00 124.00 1.00 1.00	$335.00 $124.00 $35.00 $5.00 $499.00	**35-29-23-11-0167**
Ling Nie 839 Howell St N St Paul MN 55104-1025 ***1672 MANTON ST** *Ward: 6 *Pending as of: 6/2/2025	MANTON PARK W 1/2 OF VAC ALLEY ACCRUING & FOL; EX S 20 FT. LOT 22 & ALL OF LOT 23 ** PLEASE NOTE ** 25-031990 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**22-29-22-21-0066**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Shin-Hae Kim Young-Jin Kim 3132 Irving Ave S Minneapolis MN 55408-2515 ***935 MARYLAND AVE E** *Ward: 6 *Pending as of: 6/2/2025	SECTION 21 TOWN 29 RANGE 22 W 35 FT OF E 65 FT OF N 121 FT OF S 154 FT OF SW 1/4 OF SW 1/4 OF SEC 21 TN 29 RN 22 ** PLEASE NOTE ** 25-032046 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	995.00 124.00 1.00 1.00	$995.00 $124.00 $35.00 $5.00 $1,159.00	**21-29-22-33-0146**
Bernice M Oslund 1066 Matilda St St Paul MN 55117-5107 ***1066 MATILDA ST** *Ward: 5 *Pending as of: 6/2/2025	AUERBACH & HAND'S ADDITION TO THE CITY OF ST. PAUL EX ALLEY LOT 11 BLK 22 ** PLEASE NOTE ** 25-033359 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**25-29-23-13-0006**
Stephen Andert Lori Andert 1190 Matilda St St Paul MN 55117-4822 ***1190 MATILDA ST** *Ward: 5 *Pending as of: 6/2/2025	AUERBACH & HAND'S ADDITION TO THE CITY OF ST. PAUL EX ALLEY AND EX S 16 FT LOT 12 AND EX N 32 FT LOT 13 BLK 2 ** PLEASE NOTE ** 25-031828 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	290.00 124.00 1.00 1.00	$290.00 $124.00 $35.00 $5.00 $454.00	**25-29-23-12-0011**
Frank D Ruberto 1320 Mcafee St St Paul MN 55106-2112 ***1320 MCAFEE ST** *Ward: 6 *Pending as of: 6/2/2025	MAYME'S ADDITION N 54 FT OF IVY AVE VAC ADJ LOT 11 BLK 2 ** PLEASE NOTE ** 25-031992 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**22-29-22-32-0077**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Burington Asset Management Llc 437 12th Ave N South Saint Paul MN 55075-1915 ***1051 MCLEAN AVE** *Ward: 7 *Pending as of: 6/2/2025	ROGER'S REARRANGEMENT OF BLOCK 7 OF MCLEAN'S RESERVATION TO ST. PAUL LOT 29 BLK 7 ** PLEASE NOTE ** 25-031506 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	570.00 124.00 1.00 1.00	$570.00 $124.00 $35.00 $5.00 $734.00	**33-29-22-34-0027**
Global Trustee Services Llc 13570 Grove Dr Ste 224 Maple Grove MN 55311-4400 ***1032 MINNEHAHA AVE E** *Ward: 7 *Pending as of: 6/2/2025	SCHIFFMANN'S SUBDIVISION OF BLOCKS 109 & 110, LYMAN DAYTON'S ADDITION LOTS 7 AND LOT 8 BLK 109 ** PLEASE NOTE ** 25-030942 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**33-29-22-21-0006**
Ebbs Investment 1000 Lyn Way Bayport MN 55033-2502 ***580 MINNEHAHA AVE E** *Ward: 7 *Pending as of: 6/2/2025	PHILLIPS ADDITION LOTS 1 & LOT 2 BLK 1 ** PLEASE NOTE ** 25-034772 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**32-29-22-12-0087**
Sasha Mathis-Hurley Oather Darrough 499 Nebraska Ave E St Paul MN 55130-3228 ***499 NEBRASKA AVE E** *Ward: 5 *Pending as of: 6/2/2025	H. H. THOMPSON'S ADDITION LOT 22 BLK 1 ** PLEASE NOTE ** 25-031865 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	315.00 124.00 1.00 1.00	$315.00 $124.00 $35.00 $5.00 $479.00	**20-29-22-24-0042**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Karel Properties Llc 344 Bay St St Paul MN 55102-3210 ***850 RANDOLPH AVE** *Ward: 2 *Pending as of: 6/2/2025	CLARKE'S ADDITION TO THE CITY OF ST. PAUL LOT 18 BLK 2 ** PLEASE NOTE ** 25-033733 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**11-28-23-42-0026**
Sbsd Holdings Llc 12155 27th St N Lake Elmo MN 55042-8604 ***1116 REANEY AVE** *Ward: 6 *Pending as of: 6/2/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. LOT 1 BLK 10 ** PLEASE NOTE ** 25-033090 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**28-29-22-43-0179**
Ludivina Pllego Vides 1806 Ross Ave E St Paul MN 55119-3432 ***1806 ROSS AVE** *Ward: 7 *Pending as of: 6/2/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 9 BLK 3 ** PLEASE NOTE ** 25-031993 5/14/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**26-29-22-33-0130**
Quality Residences Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***499 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/2/2025	SMITHS SUBD OF BLKS 9 10 15 AND 16 LOT 31 BLK 15 ** PLEASE NOTE ** 25-034150 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**36-29-23-24-0189**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Sav Inc 9020 Shannon Ln Corcoran MN 55340-9695 ***719 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/2/2025	CHUTE BROTHERS DIVISION NO. 7 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 21 ** PLEASE NOTE ** 25-033920 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	560.00 124.00 1.00 1.00	$560.00 $124.00 $35.00 $5.00 $724.00	**35-29-23-14-0174**
Sophie Ho 759 Sherburne Ave St Paul MN 55104-2712 ***759 SHERBURNE AVE** *Ward: 1 *Pending as of: 6/2/2025	CHUTE BROTHERS DIVISION NO. 10 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 26 ** PLEASE NOTE ** 25-031737 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	440.00 124.00 1.00 1.00	$440.00 $124.00 $35.00 $5.00 $604.00	**35-29-23-13-0236**
Rush Enterprise Inc 2915 Wayzata Blvd Minneapolis MN 55405-2145 ***802 SIMS AVE** *Ward: 6 *Pending as of: 6/2/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 4 BLK 30 ** PLEASE NOTE ** 25-031184 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**29-29-22-41-0096**
Curtis E Persson Carol Persson 29138 King Rd Browerville MN 56438-4898 ***1436 SNELLING AVE N** *Ward: 4 *Pending as of: 6/2/2025	FRANKSON'S COMO PARK ADDITION LOT 25 BLK 10 ** PLEASE NOTE ** 25-034698 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	2,010.00 124.00 1.00 1.00	$2,010.00 $124.00 $35.00 $5.00 $2,174.00	**22-29-23-32-0109**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Christina Becker 1835 St Anthony Ave St Paul MN 55104-3551 ***1835 ST ANTHONY AVE** *Ward: 4 *Pending as of: 6/2/2025	UNION PARK LOT 51 ** PLEASE NOTE ** 25-031150 5/16/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	335.00 124.00 1.00 1.00	$335.00 $124.00 $35.00 $5.00 $499.00	**33-29-23-31-0047**
Ebony N Stevenson 684 State St St Paul MN 55107-3064 ***684 STATE ST** *Ward: 2 *Pending as of: 6/2/2025	BRYANT AND MINEAS RE PT SELY OF STATE ST OF LOT 1 BLK 3 WEST ST PAUL REAL EST & IMP SYNDICATE ADD NO 1 & IN SD BRYANT & MINEA'S RE SUBJ TO ST THE FOL; LOTS 1, 2 & LOT 3 BLK 13 ** PLEASE NOTE ** 25-031829 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	715.00 124.00 1.00 1.00	$715.00 $124.00 $35.00 $5.00 $879.00	**08-28-22-31-0123**
Quetico Property Management Llc 7965 190th St E Hastings MN 55033-9538 ***654 STRYKER AVE** *Ward: 2 *Pending as of: 6/2/2025	WEST ST PAUL BLKS 100 THRU 171 ETC LOT 1 BLK 132 ** PLEASE NOTE ** 25-033736 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	440.00 124.00 1.00 1.00	$440.00 $124.00 $35.00 $5.00 $604.00	**07-28-22-41-0034**
James Yacoub Katherine Yacoub 7300 Metro Blvd # 310 Edina MN 55439-3200 ***694 STRYKER AVE** *Ward: 2 *Pending as of: 6/2/2025	HORNSBY'S SUBDIVISION OF BLK. 137 OF WEST ST. PAUL PROPER A STRIP 1 5/1O FT WIDE ADJ ON THE N AND N 38 5/1O FT OF LOTS 8 9 AND LOT 10 BLK 137 ** PLEASE NOTE ** 25-032403 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**07-28-22-41-0080**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Drew P Short Kaleb Fischer 1430 Taylor Ave St Paul MN 55104-1331 ***1430 TAYLOR AVE** *Ward: 4 *Pending as of: 6/2/2025	COLLEGE PLACE, EAST DIVISION E 56 36/1OO FT OF N 125 FT OF LOT 1 BLK 10 ** PLEASE NOTE ** 25-033093 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**27-29-23-31-0080**
Yong Y Vue 565 Thomas Ave St Paul MN 55103-1633 ***565 THOMAS AVE** *Ward: 1 *Pending as of: 6/2/2025	MICHELS SUBDIVISION OF SAID BLOCK 5, OF SAID STINSONS ADDITION W 32 FT OF E 80 FT OF LOTS 28 THRU LOT 30 BLK 2 ** PLEASE NOTE ** 25-033021 5/16/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**36-29-23-22-0209**
St Paul Old Home Plaza Llc 366 10th Ave S Waite Park MN 56387-4582 ***370 UNIVERSITY AVE W** *Ward: 1 *Pending as of: 6/2/2025	Ex N 90.52 Ft Of Lots 4 Thru Lot 6 Blk 1 And N 90.52 Ft Of Lot 3 Blk 1 Lying Ely Of A Line Com At Ne Cor Of Sd Lot 6 Th N 89 Deg 57 Min 36 Sec W Along N Line Of Sd Blk 1 155.62 Ft To Pob Th S 0 Deg 2 Min 0 Sec W 90.52 Ft To S Line Of N ** PLEASE NOTE ** 25-035682 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	350.00 124.00 1.00 1.00	$350.00 $124.00 $35.00 $5.00 $514.00	**36-29-23-42-0152**
Yusuf Kedir Kabeto 548 Van Buren Ave St Paul MN 55103-1537 ***548 VAN BUREN AVE** *Ward: 1 *Pending as of: 6/2/2025	SMITH'S SUBDIVISION OF BLOCK 3 OF STINSON'S DIVISION OF NW 1/4, SEC. 36, T. 29, R. 23 WEST LOT 18 BLK 3 ** PLEASE NOTE ** 25-034617 5/23/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	315.00 124.00 1.00 1.00	$315.00 $124.00 $35.00 $5.00 $479.00	**36-29-23-22-0038**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Vu Investments Llc 1158 7th St E St Paul MN 55106-3954 ***431 VIRGINIA ST** *Ward: 1 *Pending as of: 6/2/2025	ELFELT, BERNHEIMER & ARNOLDS ADDITION TO ST. PAUL EX S 74 FT LOT 7 BLK 6 ** PLEASE NOTE ** 25-031834 5/12/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**36-29-23-42-0074**
Sunlight Senior Living Ii Llc 445 Central Ave Ste 215 Cedarhurst NY 11516-2021 ***400 WESTERN AVE N** *Ward: 1 *Pending as of: 6/2/2025	WESTERN AREA ADDITION SUBJ TO ESMTS THE N 1/2 OF VAC CENTRAL AVE ADJ AND LOT 5 BLK 4 ** PLEASE NOTE ** 25-032640 5/16/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**36-29-23-42-0099**
Bobbilyn Prokosch 14620 West Whitewood Dr Sun City West AZ 85375-5940 ***1760 WILSON AVE** *Ward: 7 *Pending as of: 6/2/2025	GODES AND LICHA ADDITION LOT 7 BLK 3 ** PLEASE NOTE ** 25-035420 5/28/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	225.00 124.00 1.00 1.00	$225.00 $124.00 $35.00 $5.00 $389.00	**34-29-22-41-0050**
Encf Mk Msp 04 Llc 7595 Currell Blvd 25728 St Paul MN 55125-2581 ***1074 YORK AVE** *Ward: 6 *Pending as of: 6/2/2025	DAWSON'S EARL ST. ADDITION TO ST. PAUL, RAMSEY CO., MINN. VAC ALLEY ACCRUING AND FOL SUBJ TO ST LOTS 11 THRU LOT 14 BLK 76 ** PLEASE NOTE ** 25-031663 5/19/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	445.00 124.00 1.00 1.00	$445.00 $124.00 $35.00 $5.00 $609.00	**28-29-22-42-0065**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Siosaia Mataele Iii 781 York Arc St Paul MN 55106-3739 ***781 YORK AVE** *Ward: 6 *Pending as of: 6/2/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 10 BLK 30 ** PLEASE NOTE ** 25-034795 5/21/2025	Summary Abatement DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	280.00 124.00 1.00 1.00	$280.00 $124.00 $35.00 $5.00 $444.00	**29-29-22-41-0102**

Total Summary Abatement:	$25,030.00
Total DSI Admin Fee:	$7,068.00
Total Assessment Admin Fee:	$1,995.00
Total Attorney Fee:	$285.00
Project Total:	**$34,378.00**
Less Total Discounts:	**$0.00**
Project Total:	**$34,378.00**

57 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: RLH AR 25-75

File ID:	RLH AR 25-75	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/15/2025
File Name:	Excessive Use of Inspection or Abatement Service January 22 to February 18, 2025			**Final Action:**	

Title: Ratifying the assessment for Excessive Use of Inspection or Abatement service billed during January 22 to February 18, 2025. (File No. J2512E, Assessment No. 258322)

Notes:			
Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	47
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll J2512E.258322	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/18/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/21/2025	Rolf, Lynn	Approve	7/22/2025
1	3	7/21/2025	Ladd, Josh	Approve	7/23/2025
1	4	7/21/2025	Logsdon, Laura	Approve	7/23/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/24/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/9/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/9/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/10/2025	Rebecca Noecker	Approve	9/11/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-75

Ratifying the assessment for Excessive Use of Inspection or Abatement service billed during January 22 to February 18, 2025. (File No. J2512E, Assessment No. 258322)

WHEREAS, the Saint Paul City Council in Council File RES 25-1017 accepted the Report of Completion for Excessive Use of Inspection or Abatement Service for the Property Code Violations billed during the time period of January 22 to February 18, 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments:

RLH TA 25-357: 724 Case Avenue - delete for November 4, 2025 Legislative Hearing and Council Public Hearing January 14, 2026;
RLH TA 25-XXX: 2170 Highwood Avenue - delete for Legislative Hearing November 4, 2025 and Council Public Hearing January 14, 2026;
RLH TA 25-352: 650 Lafond Avenue; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 60 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Rick Schoolmeesters 1273 Allen Ave St Paul MN 55118-2115 ***1111 4TH ST E** *Ward: 7 *Pending as of: 4/1/2025	A. GOTZIANS RE OF SIGEL'S ADDITION LOTS 7 & LOT 8 BLK 15 ** PLEASE NOTE ** 23 096843 Inv# 1925586 23 096843 Inv# 1928426	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**33-29-22-13-0044**
Christopher L Johnson 1593 7th St E St Paul MN 55106-4238 ***1593 7TH ST E** *Ward: 6 *Pending as of: 4/1/2025	DENSLOWS REARRANGEMENT ETC. LOT 29 BLK 3 ** PLEASE NOTE ** 23 092831 Inv# 1928143	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**27-29-22-42-0140**
Annie Flomo 1726 Ames Pl Apt 1 St Paul MN 55106-2954 ***1726 AMES PL** *Ward: 6 *Pending as of: 4/1/2025	SUBJ TO RD; LOT 1 AND LOT 2 BLK 3 ** PLEASE NOTE ** 25 007532 Inv# 1929698	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**27-29-22-14-0133**
Dinh Thong 5171 Hilltop Ave N Lake Elmo MN 55042-9590 ***905 ARKWRIGHT ST** *Ward: 5 *Pending as of: 4/1/2025	EDMUND RICE'S FOURTH ADDITION TO THE CITY OF ST. PAUL N 1/3 OF LOTS 18 19 2O AND LOT 21 BLK 6 ** PLEASE NOTE ** 23 110358 Inv# 1925752 23 110358 Inv# 1928859	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**29-29-22-32-0131**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Green Jacket Llc 2950 Highland Rd Minnetrista MN 55364-9464 ***903 BEECH ST** *Ward: 7 *Pending as of: 4/1/2025	STINSON'S SUBDIVISION OF BLOCK 111 OF LYMAN DAYTON'S ADDITION TO ST. PAUL LOT 22 BLK 111 ** PLEASE NOTE ** 25 003799 Inv# 1925304	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**33-29-22-22-0013**
Grady J Randall Mary Randall 1478 Blair Ave St Paul MN 55104-1938 ***1478 BLAIR AVE** *Ward: 4 *Pending as of: 4/1/2025	LINDEMANN PLACE LOT 6 BLK 1 ** PLEASE NOTE ** 24 051220 Inv# 1924922 24 051220 Inv# 1925899 24 051220 Inv# 1927878 24 051220 Inv# 1928913	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	536.00 1.00	$536.00 $35.00 $571.00	**34-29-23-22-0045**
Brent Rekstad 1083 Bradley St St Paul MN 55130-3733 ***1083 BRADLEY ST** *Ward: 5 *Pending as of: 4/1/2025	BEAUPRE & KELLYS ADDITION TO SAINT PAUL, RAMSEY CO., MINN. S 42 89/1OO FT OF LOT 2 BLK 15 ** PLEASE NOTE ** 24 024929 Inv# 1928819	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**29-29-22-21-0129**
Kt Rentals Llc 761 Bartelmy Ln N Maplewood MN 55119-3819 ***1781 BUSH AVE** *Ward: 7 *Pending as of: 4/1/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 16 BLK 3 ** PLEASE NOTE ** 25 002676 Inv# 1926715 25 002676 Inv# 1928082	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**26-29-22-33-0134**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Linda M King-Johnson 1831 Bush Ave E St Paul MN 55119-3421 ***1831 BUSH AVE** *Ward: 7 *Pending as of: 4/1/2025	AURORA ADDITION TO ST. PAUL, MINN. LOTS 29 AND LOT 30 BLK 3 ** PLEASE NOTE ** 24 052756 Inv# 1928126	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**26-29-22-33-0144**
Zong Yang Koua Lee 1836 Bush Ave St Paul MN 55119-3422 ***1836 BUSH AVE** *Ward: 7 *Pending as of: 4/1/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 1 BLK 6 ** PLEASE NOTE ** 25 004557 Inv# 1928130	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**26-29-22-33-0145**
Quality Residences Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***764 CAPITOL HTS** *Ward: 1 *Pending as of: 4/1/2025	ASHTON AND SHERBURNE'S ADDITION TO SAINT PAUL SUBJ TO DRIVEWAY ESMT AND EX E 4O FT THE FOL S 5 FT OF LOT 7 AND N 2O 5/1O FT OF LOT 8 BLK 20 ** PLEASE NOTE ** 25 007878 Inv# 1928431	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**31-29-22-24-0042**
Cedric Thompson Augustine Sylvester 1341 Case Ave St Paul MN 55106-3401 ***1341 CASE AVE** *Ward: 6 *Pending as of: 4/1/2025	TRACYS OUTLOTS IN THE TOWNSHIP OF NEW CANADA, RAMSEY CO., AND STATE OF MINNESOTA LOTS 7 & LOT 8 BLK 2 ** PLEASE NOTE ** 24 014349 Inv# 1925159 24 014349 Inv# 1928625	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**27-29-22-32-0037**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Chou Xang Yang Phoua Yang 724 Case Ave St Paul MN 55106-3704 ***724 CASE AVE** *Ward: 6 *Pending as of: 4/1/2025	ARLINGTON HILLS ADDITION TO ST. PAUL 40/45 THRU 49 LOT 4 BLK 23 ** PLEASE NOTE ** 24 017031 Inv# 1928816	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**29-29-22-41-0042**
Theresa E Abitong 882 Clark St St Paul MN 55130-4213 ***882 CLARK ST** *Ward: 5 *Pending as of: 4/1/2025	EDMUND RICE'S FIRST ADDITION TO ST. PAUL EX S 6 FT LOT 12 BLK 5 ** PLEASE NOTE ** 24 068244 Inv# 1925649 24 068244 Inv# 1928968	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**29-29-22-32-0037**
Joann J Fields 1540 Concordia Ave St Paul MN 55104-5310 ***1540 CONCORDIA AVE** *Ward: 1 *Pending as of: 4/1/2025	ADAMS ADDITION TO THE CITY OF ST. PAUL, RAMSEY COUNTY, MINN. E 5 FT OF ASBURY AVE VAC ADJ AND W 1/2 OF LOT 1 BLK 1 ** PLEASE NOTE ** 23 037236 Inv# 1926835 23 037236 Inv# 1929363	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**34-29-23-33-0021**
Theodora C Vann 705 Dayton Ave St Paul MN 55104-6634 ***705 DAYTON AVE** *Ward: 1 *Pending as of: 4/1/2025	HOLCOMBE'S ADDITION TO SAINT PAUL E 3O FT OF LOT 27 AND W 3O FT OF LOT 28 BLK 2 ** PLEASE NOTE ** 24 043184 Inv# 1924934 24 043184 Inv# 1927883 24 043184 Inv# 1929655	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	402.00 1.00	$402.00 $35.00 $437.00	**02-28-23-11-0041**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Christopher Hane 423 Dewey St St Paul MN 55104-3531 ***423 DEWEY ST** *Ward: 4 *Pending as of: 4/1/2025	HINKELS SECOND AMENDMENT TO UNION PARK LOT X ** PLEASE NOTE ** 24 088058 Inv# 1926836 24 088058 Inv# 1929294	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**33-29-23-31-0093**
Douglas Sisk 14116 Frontier Ln Burnsville MN 55337-4747 ***826 EDMUND AVE** *Ward: 1 *Pending as of: 4/1/2025	SYNDICATE NO. 2 ADDITION LOT 7 BLK 4 ** PLEASE NOTE ** 25 008734 Inv# 1926751	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**35-29-23-13-0064**
Bryan Purdom 1104 Farrington St St Paul MN 55117-4802 ***1104 FARRINGTON ST** *Ward: 5 *Pending as of: 4/1/2025	AUERBACH & HAND'S ADDITION TO THE CITY OF ST. PAUL EX ALLEY LOT 10 BLK 16 ** PLEASE NOTE ** 25 005344 Inv# 1925284 25 005344 Inv# 1928129	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**25-29-23-12-0114**
Noor Ali Leghari Hadisa Leghari 471 Hatch Ave St Paul MN 55117-4713 ***471 HATCH AVE** *Ward: 5 *Pending as of: 4/1/2025	DESC: LOTS 34 AND LOT 35 BLK 1 ** PLEASE NOTE ** 24 057459 Inv# 1928657	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**25-29-23-24-0215**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Steven T Bikkie Patricia Bikkie 1283 Hewitt Ave St Paul MN 55104-1424 ***1283 HEWITT AVE** *Ward: 4 *Pending as of: 4/1/2025	HERSEY WOOLSEY ADDITION LOT 30 BLK 4 ** PLEASE NOTE ** 25 008955 Inv# 1928844	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**27-29-23-42-0042**
Saba Debesai Abel Yohannes 2000 Highwood Ave St Paul MN 55119-0000 ***2170 HIGHWOOD AVE** *Ward: 7 *Pending as of: 4/1/2025	OAK BLUFF ADDITION LOT 3 BLK 1 ** PLEASE NOTE ** 24 075391 Inv# 1928057	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**14-28-22-41-0035**
2180 Highwood Ave Llc 1708 California St Ne Minneapolis MN 55413-1024 ***2180 HIGHWOOD AVE** *Ward: 7 *Pending as of: 4/1/2025	OAK BLUFF ADDITION LOT 2 BLK 1 ** PLEASE NOTE ** 24 075388 Inv# 1928059	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**14-28-22-41-0034**
Debra A Sandifir 395 Hope St St Paul MN 55106-5001 ***395 HOPE ST** *Ward: 7 *Pending as of: 4/1/2025	BELMONT ADDITION TO THE CITY OF ST. PAUL EX NWLY 25 FT LOT 12 AND ALL OF LOT 13 ** PLEASE NOTE ** 24 102071 Inv# 1924928	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**32-29-22-11-0089**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Kathryn Lida Klemme 10580 Kumquat St Nw # 9 Minneapolis MN 55448-1525 ***2002 JAMES AVE** *Ward: 3 *Pending as of: 4/1/2025	HANKEE'S CLEVELAND VIEW LOT 1 BLK 7 ** PLEASE NOTE ** 23 038401 Inv# 1924949 23 038401 Inv# 1927885	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**09-28-23-23-0193**
Eric C Sneve Charlene Moore-Sneve 1304 Juno Ave St Paul MN 55116-1627 ***1304 JUNO AVE** *Ward: 3 *Pending as of: 4/1/2025	G. G. WHITNEY'S ADDITION TO THE CITY OF ST. PAUL LOT 7 BLK 1 ** PLEASE NOTE ** 21 271459 Inv# 1925607	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**10-28-23-42-0098**
Judith Ann Schwartz 1112 Kingsford St St Paul MN 55106-2930 ***1112 KINGSFORD ST** *Ward: 6 *Pending as of: 4/1/2025	KINGSFORD PLACE LOT 13 BLK 2 ** PLEASE NOTE ** 24 077741 Inv# 1925160	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**27-29-22-11-0120**
Mai Neng Moua Blong Yang 1855 Flandrau St Maplewood MN 55109-4635 ***650 LAFOND AVE** *Ward: 1 *Pending as of: 4/1/2025	CHUTE BROTHERS DIVISION NO. 4 ADDITION TO THE CITY OF ST. PAUL, MINN. SUBJ TO SEWER ESMT LOT 8 ** PLEASE NOTE ** 25 002689 Inv# 1925301	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**35-29-23-11-0193**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Lawrence C Dingmann Jr Tamara Haas 1037 Lincoln Ave St Paul MN 55105-3151 ***1037 LINCOLN AVE** *Ward: 2 *Pending as of: 4/1/2025	SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA LOT 15 BLK 35 ** PLEASE NOTE ** 15 178990 Inv# 1925606	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**02-28-23-32-0032**
San S Soe Sher Soe 667 Magnolia St E St Paul MN 55106-3124 ***667 MAGNOLIA AVE E** *Ward: 6 *Pending as of: 4/1/2025	EVANS ADDITION TO THE CITY OF ST. PAUL LOT 23 BLK 4 ** PLEASE NOTE ** 24 086924 Inv# 1925662 24 086924 Inv# 1928858	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**29-29-22-12-0074**
Sharon M Stewart John Stewart 1585 Marion St St Paul MN 55117-3637 ***1583 MARION ST** *Ward: 5 *Pending as of: 4/1/2025	RICE STREET VILLAS LOTS 9 & LOT 10 BLK 5 ** PLEASE NOTE ** 25 003895 Inv# 1925285	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**24-29-23-11-0044**
Shin-Hae Kim Young-Jin Kim 3132 Irving Ave S Minneapolis MN 55408-2515 ***935 MARYLAND AVE E** *Ward: 6 *Pending as of: 4/1/2025	SECTION 21 TOWN 29 RANGE 22 W 35 FT OF E 65 FT OF N 121 FT OF S 154 FT OF SW 1/4 OF SW 1/4 OF SEC 21 TN 29 RN 22 ** PLEASE NOTE ** 24 066391 Inv# 1925161 24 066391 Inv# 1928647	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**21-29-22-33-0146**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Jeffrey W Street 975 Mclean Ave St Paul MN 55106-5266 ***975 MCLEAN AVE** *Ward: 7 *Pending as of: 4/1/2025	KENDRICK'S RE-ARRANGEMENT OF BLOCKS 4 AND 6 MCLEAN RESERVATION, ST. PAUL, MINN. S 1/2 OF VAC ALLEY ADJ AND LOT 20 BLK 6 ** PLEASE NOTE ** 23 079362 Inv# 1925632	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**33-29-22-34-0069**
Mr Ocampo Properties Llc 1365 Arcade St St Paul MN 55106-1826 ***1497 MINNEHAHA AVE E** *Ward: 7 *Pending as of: 4/1/2025	CEMSTONE ADDITION LOTS 6 7 AND LOT 8 BLK 1 ** PLEASE NOTE ** 25 002316 Inv# 1927876	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**27-29-22-34-0045**
Gerald E Chapman 36 Catbird Ln North Oaks MN 55127-6465 ***1282 MINNEHAHA AVE W** *Ward: 4 *Pending as of: 4/1/2025	SYNDICATE NO. 5 ADDITION LOT 1 BLK 2 ** PLEASE NOTE ** 25 010141 Inv# 1929364	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**34-29-23-12-0120**
Richard W Rasmussen 1875 Nebraska Ave E St Paul MN 55119-4222 ***1875 NEBRASKA AVE E** *Ward: 6 *Pending as of: 4/1/2025	HAYDEN HEIGHTS LOT 60 BLK 2 ** PLEASE NOTE ** 24 099635 Inv# 1925901	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**23-29-22-23-0091**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Shawn A Taylor 1960 Nebraska Ave E St Paul MN 55119-3050 ***1960 NEBRASKA AVE E** *Ward: 6 *Pending as of: 4/1/2025	HAYDEN HEIGHTS PLAT 2 LOT 11 BLK 1 ** PLEASE NOTE ** 25 008277 Inv# 1928765	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**23-29-22-24-0108** ***ESCROW***
Cody Tokheim 1991 Nevada Ave E St Paul MN 55119-3055 ***1991 NEVADA AVE E** *Ward: 6 *Pending as of: 4/1/2025	HAYDEN HEIGHTS PLAT 2 E 1/2 OF LOT 47 AND W 25 FT OF LOT 48 BLK 1 ** PLEASE NOTE ** 24 077233 Inv# 1925905 24 077233 Inv# 1928772	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**23-29-22-24-0142**
Kelsey A Childers Christopher Bockwoldt 2355 Nokomis Ave St Paul MN 55119-3303 ***2355 NOKOMIS AVE** *Ward: 6 *Pending as of: 4/1/2025	PARRANTO BROS. ADDITION NO. 1 LOT 1 BLK 2 ** PLEASE NOTE ** 21 275746 Inv# 1925588 21 275746 Inv# 1928430	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**26-29-22-12-0051**
Andre Maurice Williams 600 Oakdale Ave Upper St Paul MN 55107-3058 ***600 OAKDALE AVE** *Ward: 2 *Pending as of: 4/1/2025	ANNA M. REGNERS SUBDIVISION LOT 3 ** PLEASE NOTE ** 24 095606 Inv# 1925914	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**08-28-22-24-0100**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Taylor James Swartwood Po Box 10714 White Bear Township MN 55110-0714 ***604 OAKDALE AVE** *Ward: 2 *Pending as of: 4/1/2025	ANNA M. REGNERS SUBDIVISION LOT 4 ** PLEASE NOTE ** 24 087154 Inv# 1925122 24 087154 Inv# 1926609	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**08-28-22-24-0101**
Sandra M Fecht 1524 Osceola Ave St Paul MN 55105-2323 ***1524 OSCEOLA AVE** *Ward: 3 *Pending as of: 4/1/2025	DEN E. LANE'S HOMESITES PLAT 1 LOT 1 BLK 1 ** PLEASE NOTE ** 24 092508 Inv# 1925735 24 092508 Inv# 1929619	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**03-28-23-33-0163**
Luther L Thao 2220 Powers Ave St Paul MN 55119-4634 ***2220 POWERS AVE** *Ward: 7 *Pending as of: 4/1/2025	SOUTH BATTLE CREEK HEIGHTS NO. 2 LOT 1 BLK 6 ** PLEASE NOTE ** 21 326068 Inv# 1925587 21 326068 Inv# 1928429	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**02-28-22-14-0058**
Ashley Marie Jeanetta Phyllis Brown 2248 Reaney Ave E St Paul MN 55119-3950 ***2248 REANEY AVE** *Ward: 7 *Pending as of: 4/1/2025	WATTS PARK, ST. PAUL, MINN. LOT 4 BLK 8 ** PLEASE NOTE ** 24 096984 Inv# 1926612 24 096984 Inv# 1926613 24 096984 Inv# 1928821	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	402.00 1.00	$402.00 $35.00 $437.00	**26-29-22-44-0189**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Plae Baw Kay Hlay 466 Rose Ave E St Paul MN 55130-3618 ***466 ROSE AVE E** *Ward: 5 *Pending as of: 4/1/2025	BEAUPRE & KELLYS ADDITION TO SAINT PAUL, RAMSEY CO., MINN. THE W 60 FT OF LOT 4 BLK 8 ** PLEASE NOTE ** 24 078928 Inv# 1925751	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**29-29-22-21-0159**
Justin Latt 1210 Ross Ave St Paul MN 55106-4029 ***1210 ROSS AVE** *Ward: 6 *Pending as of: 4/1/2025	MESSERLI AND ESCHBACH'S ADDITION LOT 4 BLK 4 ** PLEASE NOTE ** 24 092425 Inv# 1928763	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**28-29-22-44-0130**
Darrel S Lukas Cindy Lukas 1348 Selby Ave St Paul MN 55104-6301 ***1348 SELBY AVE** *Ward: 1 *Pending as of: 4/1/2025	BOULEVARD ADDITION NO. 3 EX AVE LOT 2 BLK 6 ** PLEASE NOTE ** 15 163160 Inv# 1925604	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**03-28-23-21-0021**
Mark Cemensky 15725 W Clear Canyon Dr Surprise AZ 85374-4512 ***274 SIDNEY ST E** *Ward: 2 *Pending as of: 4/1/2025	THE WEST ST. PAUL REAL ESTATE AND IMPROVEMENT SYNDICATE ADDITION NO. 1 LOTS 6 & LOT 7 BLK 14 ** PLEASE NOTE ** 25 003954 Inv# 1928768	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**08-28-22-42-0166**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Raymond Vang Mai Yang 4130 Scheuneman Rd Gem Lake MN 55110-4115 ***650 SIMS AVE** *Ward: 6 *Pending as of: 4/1/2025	JOSEPH R. WEIDE'S SUBDIVISION OF BLOCK 27 ARLINGTON HILLS ADDITION TO ST. PAUL, MINN. LOT 13 BLK 27 ** PLEASE NOTE ** 25 003456 Inv# 1925287	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**29-29-22-42-0112**
Roger A Cheatham Lana Cheatham 1893 St Anthony Ave St Paul MN 55104-3552 ***1769 ST ANTHONY AVE** *Ward: 4 *Pending as of: 4/1/2025	LOVERING'S ADDITION TO UNION PARK LOT 12 BLK 3 ** PLEASE NOTE ** 24 008079 Inv# 1926606	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**33-29-23-42-0142**
Roger A Cheatham Lana Cheatham 1893 St Anthony Ave St Paul MN 55104-3552 ***1895 ST ANTHONY AVE** *Ward: 4 *Pending as of: 4/1/2025	UNION PARK BEG AT SE COR OF LOT 27 TH W 29 75/1OO FT TH TO E L OF SD LOT 27 AT A PT 37 FT S FROM NE COR THEREOF TH S TO BEG BEING PART OF LOT 27 AND ALL OF LOT 28 ** PLEASE NOTE ** 18 096056 Inv# 1928044	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**33-29-23-31-0084**
Raymond E. Harmon 1933 St. Anthony Ave St Paul MN 55104-3552 ***1933 ST ANTHONY AVE** *Ward: 4 *Pending as of: 4/1/2025	UNION PARK LOT 21 ** PLEASE NOTE ** 24 103782 Inv# 1924948	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**33-29-23-31-0077**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Neng Vue Cher Lor 779 Thomas Ave St Paul MN 55104-2748 ***779 THOMAS AVE** *Ward: 1 *Pending as of: 4/1/2025	CHUTE BROTHERS DIVISION NO. 12 ADDITION TO THE CITY OF ST. PAUL, MINN. LOT 21 ** PLEASE NOTE ** 25 009026 Inv# 1928841 25 009026 Inv# 1929658	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**35-29-23-12-0207**
Juan D Moreno Prescila Moreno 701 York Ave St Paul MN 55106-3727 ***820 WESTERN AVE N** *Ward: 1 *Pending as of: 4/1/2025	PACIFIC ADDITION TO SAINT PAUL LOTS 17 18 AND LOT 19 BLK 2 ** PLEASE NOTE ** 21 316762 Inv# 1924926 21 316762 Inv# 1927881 21 316762 Inv# 1929652	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	402.00 1.00	$402.00 $35.00 $437.00	**25-29-23-43-0018**
Michelle Marie Sanders 267 Winona St E St Paul MN 55107-3114 ***267 WINONA ST E** *Ward: 2 *Pending as of: 4/1/2025	SMITH & TAYLOR'S SUBDIVISION OF BLOCK 59, BROWN AND JACKSON ADDITION LOT 11 ** PLEASE NOTE ** 24 015948 Inv# 1925136 24 015948 Inv# 1928665	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**08-28-22-43-0023**
Ilona Ladouceur 1192 Woodbridge St St Paul MN 55117-4442 ***1192 WOODBRIDGE ST** *Ward: 5 *Pending as of: 4/1/2025	BRAYTON'S 2ND ADDITION LOT 12 BLK 2 ** PLEASE NOTE ** 25 003562 Inv# 1926611	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	134.00 1.00	$134.00 $35.00 $169.00	**25-29-23-11-0023**

Ratification Date: Resolution #:

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Bobby S Levasseur 847 Woodbridge St St Paul MN 55117-5361 ***847 WOODBRIDGE ST** *Ward: 1 *Pending as of: 4/1/2025	LEWIS SECOND ADDITION TO ST PAUL BLOCKS 7, 8, 9, 10, 11, 12, 13, 14, & 15 LOT 13 BLK 12 ** PLEASE NOTE ** 24 010360 Inv# 1926834 24 010360 Inv# 1929361	Excessive Inspection Assessment Admin Fee *** Owner and Taxpayer ***	1.00 35.00	268.00 1.00	$268.00 $35.00 $303.00	**25-29-23-41-0193**

Total Excessive Inspection:	$11,390.00
Total Assessment Admin Fee:	$1,995.00
Project Total:	**$13,385.00**
Less Total Discounts:	**$0.00**
Project Total:	**$13,385.00**

57 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: RLH AR 25-76

File ID:	RLH AR 25-76	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/15/2025
File Name:	Graffiti Removal February 28 to March 28, 2025			**Final Action:**	

Title: Ratifying the assessment for Graffiti Removal service during February 28 to March 28, 2025. (File No. J2510P, Assessment No. 258409)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	48
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll J2510P.258409	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/18/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/21/2025	Rolf, Lynn	Approve	7/22/2025
1	3	7/21/2025	Ladd, Josh	Approve	7/23/2025
1	4	7/21/2025	Logsdon, Laura	Approve	7/23/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/24/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/9/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/9/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/10/2025	Rebecca Noecker	Approve	9/11/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-76

Ratifying the assessment for Graffiti Removal service during February 28 to March 28, 2025. (File No. J2510P, Assessment No. 258409)

WHEREAS, the Saint Paul City Council in Council File RES 25-1018 accepted the Report of Completion for Graffiti Removal on Private Properties during the time period of February 28 to March 28, 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 60 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Greenspace Rentals Llp 170 7th Pl E Unit 100 St Paul MN 55101-2358 ***170 7TH PL E** *Ward: 2 *Pending as of: 4/1/2025	WHITNEY AND SMITHS ADDITION TO ST. PAUL SUBJ TO ST THE FOL; EX SELY 35 FT LOTS 6 & 7 BLK 2 CITY OF ST PAUL & IN SD WHITNEY & SMITHS ADD EX SELY 35 FT LOTS 10 & LOT 11 BLK 8 ** PLEASE NOTE ** 25-013528 2/28/2025	Graffiti Removal DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	101.84 124.00 1.00 1.00	$101.84 $124.00 $35.00 $5.00 $265.84	**31-29-22-44-0059**
Pl Real Estate Llc 10317 Kentucky Ave N Brooklyn Park MN 55445-3281 ***1014 DALE ST N** *Ward: 5 *Pending as of: 4/1/2025	COMO PROSPECT ADDITION LOTS 1 AND LOT 2 BLK 13 ** PLEASE NOTE ** 25-013975 3/4/2025	Graffiti Removal DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	101.84 124.00 1.00 1.00	$101.84 $124.00 $35.00 $5.00 $265.84	**25-29-23-23-0062**
Waldorf Corporation 3950 Shackleford Road Duluth GA 30096-1858 ***685 RAYMOND AVE** *Ward: 4 *Pending as of: 4/1/2025	LOTS 8 TRU LOT 17 BLK 18 ** PLEASE NOTE ** 25-019355 3/28/2025	Graffiti Removal DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	101.84 124.00 1.00 1.00	$101.84 $124.00 $35.00 $5.00 $265.84	**32-29-23-21-0041**
Acn Property Llc 1565 Murphy Pkwy Eagan MN 55122-1754 ***879 RICE ST** *Ward: 1 *Pending as of: 4/1/2025	MCKENTY'S OUT LOTS TO ST. PAUL LOT 15 BLK 3 ** PLEASE NOTE ** 25-016462 3/12/2025	Graffiti Removal DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	101.84 124.00 1.00 1.00	$101.84 $124.00 $35.00 $5.00 $265.84	**25-29-23-41-0132**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Holiday Stationstores Inc Po Box 52085 Phoenix AZ 85072-2085 ***285 SNELLING AVE N** *Ward: 4 *Pending as of: 4/1/2025	COLLEGE PARK LOTS 1 THRU LOT 5 BLK 5 ** PLEASE NOTE ** 25-015584 3/7/2025	Graffiti Removal	1.00	101.84	$101.84	**33-29-23-44-0119**
		DSI Admin Fee	1.00	124.00	$124.00	
		Assessment Admin Fee	35.00	1.00	$35.00	
		Attorney Fee	5.00	1.00	$5.00	
					$265.84	
		*** Owner and Taxpayer ***				
Border Foods Inc 5425 Boone Ave N New Hope MN 55428-3614 ***1484 WHITE BEAR AVE N** *Ward: 6 *Pending as of: 4/1/2025	HAYDEN HEIGHTS LOTS 32 THRU LOT 38 BLK 3	Graffiti Removal	1.00	101.84	$101.84	**23-29-22-23-0117**
		DSI Admin Fee	1.00	124.00	$124.00	
		Assessment Admin Fee	35.00	1.00	$35.00	
		Attorney Fee	5.00	1.00	$5.00	
					$265.84	
		*** Owner ***				
White Bear Bell Llc 5425 Boone Ave N New Hope MN 55428-3614 ***1484 WHITE BEAR AVE N** *Ward: 6 *Pending as of: 4/1/2025	HAYDEN HEIGHTS LOTS 32 THRU LOT 38 BLK 3 ** PLEASE NOTE ** 25-020732 3/28/2025	*** Taxpayer ***				**23-29-22-23-0117**
Dang Properties Llc 8456 Blazing Star Cir Shakopee MN 55379-3161 ***1600 WHITE BEAR AVE N** *Ward: 6 *Pending as of: 4/1/2025	HILLCREST CENTER PLAT 2 LOT 1 BLK 7 ** PLEASE NOTE ** 25-014406 3/6/2025	Graffiti Removal	1.00	101.84	$101.84	**23-29-22-22-0049**
		DSI Admin Fee	1.00	124.00	$124.00	
		Assessment Admin Fee	35.00	1.00	$35.00	
		Attorney Fee	5.00	1.00	$5.00	
					$265.84	
		*** Owner and Taxpayer ***				

Total Graffiti Removal:	$712.88
Total DSI Admin Fee:	$868.00
Total Assessment Admin Fee:	$245.00
Total Attorney Fee:	$35.00
Project Total:	**$1,860.88**
Less Total Discounts:	**$0.00**
Project Total:	**$1,860.88**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID

7 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: RLH AR 25-77

File ID:	RLH AR 25-77	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/15/2025
File Name:	Removal of Diseased and/or Dangerous Tree(s) May 2025			**Final Action:**	

Title: Ratifying the assessment for Removal of Diseased and/or Dangerous Tree(s) service during May 2025. (File No. 2506T, Assessment No. 259008)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	49
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll 2506T.259008	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/18/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/21/2025	Rolf, Lynn	Approve	7/22/2025
1	3	7/21/2025	Ladd, Josh	Approve	7/23/2025
1	4	7/21/2025	Logsdon, Laura	Approve	7/23/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/24/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/10/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/10/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/10/2025	Rebecca Noecker	Approve	9/12/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/05/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-77

Ratifying the assessment for Removal of Diseased and/or Dangerous Tree(s) service during May 2025. (File No. 2506T, Assessment No. 259008)

WHEREAS, the Saint Paul City Council in Council File RES 25-1019 accepted the Report of Completion for Removal of Diseased and/or Dangerous Tree(s) on Private Properties during the month of May 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 175 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Ratification Date: Resolution #:

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Michael G Gibbs 1353 Payne Ave St Paul MN 55130-3433 ***1353 PAYNE AVE** *Ward: 5 *Pending as of: 5/29/2025	DENNY HILL ADDITION TO THE CITY OF SAINT PAUL LOTS 6 AND LOT 7 BLK 5	Tree Removal	1.00	7,000.00	$7,000.00	**20-29-22-42-0129**
		Park Service Fee	1.00	170.41	$170.41	
		Assessment Admin Fee	35.00	1.00	$35.00	
					$7,205.41	
		*** Owner and Taxpayer ***				
	** PLEASE NOTE ** BJ Haines #43-25 Removed 5/28/2025- EAB (8) 30", 21", 15", 14", 4", 16", 15" Green Ash E 24" Cherry Front yard, Nside of backyard, Backyard, Southern side of backyard					
Carl W Campbell 379 Roy St N St Paul MN 55104-3803 ***379 ROY ST N** *Ward: 4 *Pending as of: 5/29/2025	MILHAM PARK, RAMSEY CO., MINN. LOT 12 BLK 2	Tree Removal	1.00	1,450.00	$1,450.00	**33-29-23-41-0057**
		Park Service Fee	1.00	144.42	$144.42	
		Assessment Admin Fee	35.00	1.00	$35.00	
					$1,629.42	
		*** Owner and Taxpayer ***				
	** PLEASE NOTE ** BJ Haines #41-25 Removed 5/21/2025- EAB (1) 26" Green Ash E S of front yard in unimproved unassed alley(shared property line).					
Dorothy Irvin 825 Wilkerson Ave Durham NC 27701-2853 ***1615 ST ANTHONY AVE** *Ward: 4 *Pending as of: 5/29/2025	MILHAM PARK, RAMSEY CO., MINN. E 3 FT OF LOT 14 AND ALL OF LOT 13 BLK 2	Tree Removal	1.00	5,450.00	$5,450.00	**33-29-23-41-0058**
		Park Service Fee	1.00	288.84	$288.84	
		Assessment Admin Fee	35.00	1.00	$35.00	
					$5,773.84	
		*** Owner and Taxpayer ***				
	** PLEASE NOTE ** BJ Haines #41-25 Removed 5/21/2025- EAB (1) 26" Green Ash E S of front yard in unimproved unassed alley(shared property line). BJ Haines #41-25 Removed 5/21/2025- EAB (3) 23", 21", 17" Green Ash E Wside of front yard/Esdie of the house above retaining wall.					

Total Tree Removal:	$13,900.00
Total Park Service Fee:	$603.67
Total Assessment Admin Fee:	$105.00
Project Total:	**$14,608.67**
Less Total Discounts:	**$0.00**
Project Total:	**$14,608.67**

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: RLH AR 25-78

File ID:	RLH AR 25-78	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/23/2025
File Name:	Vacant Bldg Reg Fee March 1,2024 to February 17, 2025			**Final Action:**	

Title: Ratifying the assessment for Collection of Vacant Building Registration fees billed during March 1, 2024 to February 17, 2025. (File No. VB2512, Assessment No. 258825)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	50
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll VB2512.258825	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/23/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/23/2025	Rolf, Lynn	Approve	7/25/2025
1	3	7/24/2025	Ladd, Josh	Approve	7/25/2025
1	4	7/25/2025	Logsdon, Laura	Approve	7/28/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/29/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/9/2025	Moermond, Marcia	Approve	9/11/2025
2	2	9/9/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/10/2025	Rebecca Noecker	Approve	9/11/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/12/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-78

Ratifying the assessment for Collection of Vacant Building Registration fees billed during March 1, 2024 to February 17, 2025. (File No. VB2512, Assessment No. 258825)

WHEREAS, the Saint Paul City Council in Council File RES 25-1024 accepted the Report of Completion for Collection of Vacant Building Registration Fees billed during the time period of March 1, 2024 to February 17, 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments:

RLH TA 25-XXX: 677 California Avenue - delete for separate consideration to be heard on November 10, 2025 and continued Public Hearing January 14, 2026;
RLH TA 25-XXX: 692 Hamline Avenue North - delete for separate consideration to be heard on October 21, 2025 and continued Public Hearing January 7, 2026;
RLH TA 25-XXX: 554 Stryker Avenue - delete for separate consideration to be heard on October 21, 2025 and continued Public Hearing January 7, 2026; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 60 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Tamer Azzazi 905 White Bear Ave N St Paul MN 55106-4313 ***722 6TH ST E** *Ward: 7 *Pending as of: 4/7/2025	LYMAN DAYTON ADDITION TO THE CITY OF ST. PAUL LOT 20 BLK 20 ** PLEASE NOTE ** 24 098889 Inv# 1917954	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**32-29-22-14-0077**
Nimco Ltd 2701 14th Ave Minneapolis MN 55407-1126 ***591 7TH ST E** *Ward: 7 *Pending as of: 4/7/2025	SUBJ TO ESMT; ALL OF VAC ST ADJ & THAT PT OF LOTS 1 THRU 4 BLK 12 WHICH LIES NWLY OF 7TH ST E ** PLEASE NOTE ** 23 017269 Inv# 1925879	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**32-29-22-24-0173**
Lynda R Mohs 1476 Burns Ave St Paul MN 55106-6602 ***1476 BURNS AVE** *Ward: 7 *Pending as of: 4/7/2025	ROSSI ADDITION LOT 1 BLK 1 ** PLEASE NOTE ** 25 009197 Inv# 1927505	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**03-28-22-21-0012**
Roger Barcus 2205 Matterhorn Ln St Paul MN 55119-5608 ***677 CALIFORNIA AVE E** *Ward: 5 *Pending as of: 4/7/2025	CLAPP-THOMSSEN GREENBRIER PARK ADDITION LOT 14 BLK 1 ** PLEASE NOTE ** 25 007554 Inv# 1925548	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**20-29-22-12-0014**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Ansel Johnson 180 Mounds Blvd St Paul MN 55106-6231 ***1020 CARROLL AVE** *Ward: 1 *Pending as of: 4/7/2025	G. V. BACON'S SUBDIVISION SUBJ TO ALLEY AND PARTY WALL AGRT THE W 1O 5/1O FT OF LOT 1O AND EX W 34 FT LOT 11 BLK 4 ** PLEASE NOTE ** 08 041347 Inv# 1928603	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**35-29-23-33-0057**
Wayne M Koski Jelena Koski 1263 Sperl St West Saint Paul MN 55118-2624 ***776 CHEROKEE AVE** *Ward: 2 *Pending as of: 4/7/2025	LAWTON BROTHERS ADDITION TO THE CITY OF ST. PAUL LOT 9 BLK 61 ** PLEASE NOTE ** 24 018664 Inv# 1928602	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**07-28-22-33-0024**
Oig Holdings Llc 8931 Farnsworth Ave N Brooklyn Park MN 55443-1752 ***658 CONWAY ST** *Ward: 7 *Pending as of: 4/7/2025	STINSON'S REARRANGEMENT OF BLOCK 45 OF LYMAN DAYTON'S ADD. TO ST. PAUL WITH ESMTS TO SURREY AVE NWLY 8 1/12 FT OF LOT 2O AND ALL OF LOT 9 BLK 45 ** PLEASE NOTE ** 25 010287 Inv# 1928333	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**32-29-22-41-0077**
Clearl Adams 1221 Edmund Ave St Paul MN 55104-2525 ***1221 EDMUND AVE** *Ward: 4 *Pending as of: 4/7/2025	SYNDICATE NO. 5 ADDITION LOT 30 BLK 17 ** PLEASE NOTE ** 25 007217 Inv# 1925314	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**34-29-23-13-0029**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Lane J Rapp Jr 52 Elizabeth St E St Paul MN 55107-2974 ***52 ELIZABETH ST E** *Ward: 2 *Pending as of: 4/7/2025	E. R. BRYANTS REARRANGEMENT OF BLOCK 124 OF WEST SAINT PAUL PROPER LOT 4 BLK 124 ** PLEASE NOTE ** 25 010608 Inv# 1928615	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**08-28-22-23-0145**
Jhonny Rich Castillo Antaurco 1253 Etna St St Paul MN 55106-2119 ***1253 ETNA ST** *Ward: 6 *Pending as of: 4/7/2025	BAUMAN ADDITION EX N 60 FT; LOT 2 BLK 1 ** PLEASE NOTE ** 24 015052 Inv# 1925722	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**22-29-22-33-0200** ***ESCROW***
Riverview Real Estate Limited 3220 County Road 10 Ste 100 Brooklyn Center MN 55429-3073 ***480 GERANIUM AVE E** *Ward: 5 *Pending as of: 4/7/2025	BEAUPRE & KELLYS ADDITION TO SAINT PAUL, RAMSEY CO., MINN. SUBJ TO & WITH PARTY WALL; THE FOL; EX S 10 FT; THE E 32.75 FT OF W 65.5 FT OF LOT 1 BLK 9 ** PLEASE NOTE ** 24 097297 Inv# 1916586	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**29-29-22-21-0112**
Frank Jackson Elizabeth Jackson 1339 Van Buren Ave St Paul MN 55104-2017 ***692 HAMLINE AVE N** *Ward: 4 *Pending as of: 4/7/2025	SYNDICATE NO. 5 ADDITION LOT 16 BLK 2 ** PLEASE NOTE ** 24 016058 Inv# 1820367	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**34-29-23-12-0136**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Kyaw Die Myint Aye 729 Hawthorne Ave E St Paul MN 55106-1906 ***729 HAWTHORNE AVE E** *Ward: 6 *Pending as of: 4/7/2025	OAK VILLE PARK LOT 17 BLK 9 ** PLEASE NOTE ** 22 122409 Inv# 1911876	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**20-29-22-44-0082**
Danmark Properties Llc 7100 Northland Cir Ste 410 Brooklyn Park MN 55428-1500 ***297 JENKS AVE** *Ward: 5 *Pending as of: 4/7/2025	BROOKVALE 2ND LOT 26 ** PLEASE NOTE ** 24 016850 Inv# 1927493	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**30-29-22-14-0043**
Malon L Wareing 1211 Juno Ave St Paul MN 55116-1626 ***1211 JUNO AVE** *Ward: 3 *Pending as of: 4/7/2025	DAVERN'S REARRANGEMENT OF BLOCKS 4 5 & 6 OF LEXINGTON PARK PLAT 10 LOT 11 BLK 1 ** PLEASE NOTE ** 24 019374 Inv# 1928743	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**10-28-23-41-0066**
Joanne A Backer 111 E Kellogg Blvd Apt 1002 St Paul MN 55101-1209 ***1510 LAUREL AVE** *Ward: 1 *Pending as of: 4/7/2025	SUMMIT AVENUE SECOND ADDITION TO ST. PAUL, MINN. LOT 12 ** PLEASE NOTE ** 22 034081 Inv# 1927858	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**03-28-23-23-0012**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Richard Lee Kutz 96 Leech St St Paul MN 55102-2738 ***96 LEECH ST** *Ward: 2 *Pending as of: 4/7/2025	SAMUEL LEECHE'S ADDITION TO THE TOWN OF SAINT PAUL LOT 12 BLK 7 ** PLEASE NOTE ** 25 009649 Inv# 1927776	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**01-28-23-41-0103**
Azalea Properties Llc 1611 W County Road B Ste 320 Roseville MN 55113-4053 ***1135 MAGNOLIA AVE E** *Ward: 6 *Pending as of: 4/7/2025	CLOVERDALE, ST. PAUL, MINN. LOT 20 BLK 8 ** PLEASE NOTE ** 24 020832 Inv# 1929502	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**28-29-22-12-0105**
Tou Fang Doua Lor 1018 Geranium Ave E St Paul MN 55106-2708 ***1021 MINNEHAHA AVE E** *Ward: 6 *Pending as of: 4/7/2025	TERRY'S ADDITION TO THE CITY OF ST. PAUL, COUNTY OF RAMSEY, STATE OF MINN. LOT 17 BLK 11 ** PLEASE NOTE ** 17 015926 Inv# 1926825	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**28-29-22-34-0074** ***ESCROW***
Chou C Vang 6518 Ware Rd Lino Lakes MN 55014-1404 ***1570 PACIFIC ST** *Ward: 7 *Pending as of: 4/7/2025	HUME ADDITION E 5 FT OF LOT 5 & ALL OF LOT 4 BLK 2 ** PLEASE NOTE ** 24 071954 Inv# 1889398	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**34-29-22-43-0027**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Arlys Jean Osteraas Tr 930 Portland Ave St Paul MN 55104-7034 ***930 PORTLAND AVE** *Ward: 1 *Pending as of: 4/7/2025	SUMMIT PARK ADDITION TO ST. PAUL IN RAMSEY COUNTY, MINNESOTA E 5 FT OF W 1/2 OF LOT 3 ALL OF LOT 2 AND E 1/2 OF LOT 3 BLK 28 ** PLEASE NOTE ** 23 018398 Inv# 1927492	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**02-28-23-24-0059**
Christopher Glass 894 Randolph Ave St Paul MN 55102-3314 ***894 RANDOLPH AVE** *Ward: 2 *Pending as of: 4/7/2025	WATSON'S ADDITION TO ST. PAUL, MINNESOTA LOT 9 BLK 1 ** PLEASE NOTE ** 25 006676 Inv# 1924935	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**11-28-23-31-0008**
1882 Selby Avenue Llc 708 5th St Se Minneapolis MN 55414-2176 ***1882 SELBY AVE** *Ward: 4 *Pending as of: 4/7/2025	MERRIAM PARK SECOND ADD LOT 7 BLK 17 ** PLEASE NOTE ** 25 006461 Inv# 1924820	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**04-28-23-21-0104**
Raeisha Williams Rosemary Nevils 572 Sherburne Ave St Paul MN 55103-1947 ***574 SHERBURNE AVE** *Ward: 1 *Pending as of: 4/7/2025	SUBD OF BLK 13 STINSONS DIV LOT 4 BLK 2 ** PLEASE NOTE ** 13 164224 Inv# 1929503	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**36-29-23-23-0224**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Wesley Hart 378 Sims Ave St Paul MN 55130-4034 ***378 SIMS AVE** *Ward: 5 *Pending as of: 4/7/2025	EDMUND RICE'S FOURTH ADDITION TO THE CITY OF ST. PAUL LOT 6 BLK 6 ** PLEASE NOTE ** 21 243459 Inv# 1928601	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**29-29-22-32-0119**
554 Stryker Ave Llc 409 Erie St St Paul MN 55102-3605 ***554 STRYKER AVE** *Ward: 2 *Pending as of: 4/7/2025	WEST ST PAUL BLKS 1 THRU 99 LOT 3 BLK 99 ** PLEASE NOTE ** 23 018368 Inv# 1927490	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**07-28-22-14-0051**
New Direction Ira Inc 1070 W Century Dr Ste 101 Louisville CO 80027-1657 ***1639 TAYLOR AVE** *Ward: 4 *Pending as of: 4/7/2025	COLLEGE PLACE TAYLOR'S DIVISION LOT 8 BLK 2 ** PLEASE NOTE ** 17 015519 Inv# 1926598	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**28-29-23-41-0020**
Oig Holdings Llc 8931 Farnsworth Ave N Brooklyn Park MN 55443-1752 ***383 TORONTO ST** *Ward: 2 *Pending as of: 4/7/2025	THOMAS DALY'S SUBDIVISION OF BLOCKS 18 & 31 OF STINSON, BROWN & RAMSEY'S ADDITION LOT 6 BLK 18 ** PLEASE NOTE ** 24 098213 Inv# 1917635	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	2,459.00 124.00 1.00	$2,459.00 $124.00 $35.00 $2,618.00	**12-28-23-23-0064**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Unity Baptist Church 118 N Victoria St St Paul MN 55104-6521 ***118 VICTORIA ST N** *Ward: 1 *Pending as of: 4/7/2025	BRYANT'S ADDITION TO ST. PAUL LOTS 14 AND LOT 15 BLK 1 ** PLEASE NOTE ** 24 017660 Inv# 1927859	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**02-28-23-13-0040**
Chi Nguyen 12736 Drake Cir Nw Coon Rapids MN 55448-1498 ***654 WINSLOW AVE** *Ward: 2 *Pending as of: 4/7/2025	WEST ST PAUL BLKS 100 THRU 171 ETC N 41 5O/1OO FT OF W 65 FT OF LOT 1 BLK 133 ** PLEASE NOTE ** 20 017300 Inv# 1927491	Vacant Building Fee DSI Admin Fee Assessment Admin Fee *** Owner and Taxpayer ***	1.00 1.00 35.00	4,918.00 124.00 1.00	$4,918.00 $124.00 $35.00 $5,077.00	**07-28-22-41-0047**

Total Vacant Building Fee:	$108,196.00
Total DSI Admin Fee:	$3,720.00
Total Assessment Admin Fee:	$1,050.00
Project Total:	**$112,966.00**
Less Total Discounts:	**$0.00**
Project Total:	**$112,966.00**

30 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: RLH AR 25-79

File ID:	RLH AR 25-79	**Type:**	Resolution LH Assessment Roll	**Status:**	Agenda Ready
Version:	2	**Contact Number:**	651-266-6153	**In Control:**	City Council
Department:	Financial Services	**Cost:**		**File Created:**	07/23/2025
File Name:	Securing and/or Emergency Boarding March 2025			**Final Action:**	

Title: Ratifying the assessment for Securing and/or Emergency Boarding services during March 2025. (File No. J2512B, Assessment No. 258112)

Notes:

Code Sections:		**Agenda Date:**	09/17/2025
Indexes:		**Agenda Number:**	51
Sponsors:	Noecker	**Enactment Date:**	
Attachments:	Notice Assessment Roll J2512B.258112	**Financials Included?:**	
Contact Name:	Tanya Panzer	**Hearing Date:**	
Entered by:	tanya.panzer@ci.stpaul.mn.us	**Ord Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/23/2025	Vang, Mai - FYI	Notified - FYI	
1	2	7/23/2025	Rolf, Lynn	Approve	7/25/2025
1	3	7/24/2025	Ladd, Josh	Approve	7/25/2025
1	4	7/25/2025	Logsdon, Laura	Approve	7/28/2025
1	5	7/25/2025	Tincher, Jaime	Approve	7/29/2025
1	6	7/25/2025	Moermond, Marcia	Approve	7/29/2025
2	1	9/11/2025	Moermond, Marcia	Approve	9/15/2025
2	2	9/11/2025	Ward 2 - FYI	Notified - FYI	
2	3	9/11/2025	Rebecca Noecker	Approve	9/15/2025

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Legislative Hearings	08/12/2025	Referred	City Council	09/17/2025		

Action Text: Referred to the City Council due back on 9/17/2025

Text of Legislative File RLH AR 25-79

Ratifying the assessment for Securing and/or Emergency Boarding services during March 2025. (File No. J2512B, Assessment No. 258112)

WHEREAS, the Saint Paul City Council in Council File RES 25-1025 accepted the Report of Completion for Securing and/or Emergency Boarding of a Structure onPrivate Properties during the month of March 2025; and

WHEREAS, the City Council's Legislative Hearing Officer has considered objections of affected property owners and developed recommendations for the City Council with respect to their assessments; and

WHEREAS, the City Council held a public hearing on September 17, 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 services provided; and

WHEREAS, the assessment amount for each property will be payable in a term of 1 year, with the property taxes in 2026; unless specified by the Legislative Hearing Officer's recommended amendments:

RLH TA 25-XXX: 360 Kennard Street - September 16, 2025 Legislative Hearing:
RLH TA 25-XXX: 1615 Stanford Avenue - delete for separate consideration to be heard on October 14, 2025 Legislative Hearing; and

WHEREAS, the assessment will bear an interest rate of 5.95 percent per annum from the date of the adoption of this resolution; and

RESOLVED, that, pursuant to Chapter 429 of Minnesota State Statues and Chapter 60 of the Saint Paul Administrative Code, the assessment is hereby in all respects ratified.

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
G Management Llc 2421 Russell Ave S Minneapolis MN 55405-2334 ***147 10TH ST E** *Ward: 2 *Pending as of: 4/7/2025	COMMON INTEREST COMMUNITY NUMBER 495 PRODUCE EXCHANGE LOFTS UNIT NO.101 ** PLEASE NOTE ** Inv# 81190	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**31-29-22-43-0690** ***ESCROW***
Alliance Center Llc 375 Jackson St Ste 700w St Paul MN 55101-2537 ***55 5TH ST E** *Ward: 2 *Pending as of: 4/7/2025	CITY OF ST. PAUL EX SWLY 11 FT AND EX SELY 13 FT THE SELY 135 65/100 FT OF FOL H L CARVERS SUB OF PART OF BLK 10 CITY OF ST PAUL VAC ALLEY IN AND LANGEVINS SUB OF PART OF BLK 10 CITY OF ST PAUL ** PLEASE NOTE ** Inv# 81109	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**06-28-22-12-0031**
Ryan Paull Gloria Sloun 135 Newton St Denver CO 80219-1340 ***970 6TH ST E** *Ward: 7 *Pending as of: 4/7/2025	SNOW & MILLER'S SUBDIVISION OF BLOCK 99, LYMAN AND DAYTON'S ADDITION TO ST. PAUL, MINN. LOT 8 BLK 99 ** PLEASE NOTE ** Inv# 81188	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**33-29-22-21-0200**
Taylor Swartwood Po Box 10714 White Bear Lake MN 55110-0714 ***1093 ARCADE ST** *Ward: 6 *Pending as of: 4/7/2025	OAK VILLE PARK N 34 FT OF E 3O FT OF LOT 17 AND OF N 34 FT OF LOT 18 BLK 24 ** PLEASE NOTE ** Inv# 81061	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	850.00 124.00 1.00 1.00	$850.00 $124.00 $35.00 $5.00 $1,014.00	**29-29-22-11-0207**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Nordic Shark Management Llc 957 Oakridge Ave Shoreview MN 55126-5943 ***315 ATWATER ST** *Ward: 1 *Pending as of: 4/7/2025	ALABAMA ADDITION NO. 2, ST. PAUL, MINN. LOTS 7 AND LOT 8 BLK 4 ** PLEASE NOTE ** Inv# 81018	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	1,810.00 124.00 1.00 1.00	$1,810.00 $124.00 $35.00 $5.00 $1,974.00	**25-29-23-42-0190**
State Of Mn Trust Exempt Po Box 64097 St Paul MN 55164-0097 ***534 BLAIR AVE** *Ward: 1 *Pending as of: 4/7/2025	SMITHS SUBDIVISION OF BLKS 2 6 7 AND 8 LOT 52 BLK 6 ** PLEASE NOTE ** Inv# 81168	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	370.00 124.00 1.00 1.00	$370.00 $124.00 $35.00 $5.00 $534.00	**36-29-23-22-0065** ***EXEMPT***
Kt Rentals Llc 761 Bartelmy Ln N Maplewood MN 55119-3819 ***1781 BUSH AVE** *Ward: 7 *Pending as of: 4/7/2025	AURORA ADDITION TO ST. PAUL, MINN. LOT 16 BLK 3 ** PLEASE NOTE ** Inv# 81046 Inv# 81090	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	1,630.00 248.00 1.00 1.00	$1,630.00 $248.00 $35.00 $5.00 $1,918.00	**26-29-22-33-0134**
B & Z Realty Llc 6051 Laurel Ave Apt 204 Edina MN 55416-1061 ***1724 CONCORDIA AVE** *Ward: 4 *Pending as of: 4/7/2025	QUINBY PARK SUBJ TO ESMT OVER E 15 FT; THE W 37.7 FT OF LOT 6 BLK 6 ALSO EX PART LYING N OF EXTENDED NL OF BLK 5 LOVERING PARK & LYING E OF WHEELER ST; ALL OF VAC ROBLYN AVE ADJ & ALL ** PLEASE NOTE ** Inv# 81060	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	370.00 124.00 1.00 1.00	$370.00 $124.00 $35.00 $5.00 $534.00	**33-29-23-43-0002**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
State Of Mn Trust Exempt Po Box 64097 St Paul MN 55164-0097 ***583 DALE ST N** *Ward: 1 *Pending as of: 4/7/2025	CHUTE BROTHERS DIVISION NO. 3 ADDITION TO THE CITY OF ST. PAUL, MINN. EX S 8O FT LOTS 29 AND LOT 30 ** PLEASE NOTE ** Inv# 81189	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**35-29-23-14-0026** ***EXEMPT***
Lynn Y Huynh 224 Lonita St Unit 1 El Segundo CA 90245-6357 ***1146 EDGERTON ST** *Ward: 6 *Pending as of: 4/7/2025	JOS. R. WEIDE'S 4TH ADDITION TO ST. PAUL LOT 14 BLK 1 ** PLEASE NOTE ** Inv# 81186	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	610.00 124.00 1.00 1.00	$610.00 $124.00 $35.00 $5.00 $774.00	**29-29-22-12-0130**
Hyacinth Holdings Llc 10050 Crosstown Cir Ste 600 Eden Prairie MN 55344-3347 ***65 HYACINTH AVE W** *Ward: 5 *Pending as of: 4/7/2025	Lot 17 Block 1 of WIFELBURG HILLS S 13 FT OF VAC ALLEY ACCRUING AND FOL; EX E 7 FT; LOT 21 AND ALL OF LOTS 17 THRU LOT 20 BLK 1 ** PLEASE NOTE ** Inv# 81101	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	1,410.00 124.00 1.00 1.00	$1,410.00 $124.00 $35.00 $5.00 $1,574.00	**19-29-22-33-0135**
Lakeview Loan Servicing Llc 3637 Sentara Way Virginia Beach VA 23452-4262 ***668 JESSAMINE AVE E** *Ward: 6 *Pending as of: 4/7/2025	EVANS ADDITION TO THE CITY OF ST. PAUL LOT 8 BLK 4 ** PLEASE NOTE ** Inv# 81153	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	180.00 124.00 1.00 1.00	$180.00 $124.00 $35.00 $5.00 $344.00	**29-29-22-12-0056**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Richard E Mulkern 360 Kennard St St Paul MN 55106-6673 ***360 KENNARD ST** *Ward: 7 *Pending as of: 4/7/2025	SECTION 34 TOWN 29 RANGE 22 KENNARD ST VAC ACCRUING AND FOL BEG ON NLY LINE OF STH 12-108 1257 32/100 FT W OF E LINE OF SE 1/4 OF SEC 34 T 29 R 22 TH N 110 FT TH W 42 2/10 FT TH S TO NLY LINE OF SD ** PLEASE NOTE ** Inv# 81044	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**34-29-22-44-0008**
Aloom Industries Llc 1399 Oakdale Ave West Saint Paul MN 55118-3211 ***955 MAY ST** *Ward: 3 *Pending as of: 4/7/2025	BIRMINGHAM'S FOURTH ADDITION TO ST. PAUL, MINN. LOT 2 BLK 4 ** PLEASE NOTE ** Inv# 81099	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	180.00 124.00 1.00 1.00	$180.00 $124.00 $35.00 $5.00 $344.00	**14-28-23-22-0044**
Westminster Junction Venture Llc 4500 Dorr St Toledo OH 43615-4040 ***435 PHALEN BLVD** *Ward: 5 *Pending as of: 4/7/2025	WESTMINSTER JUNCTION BUSINESS CENTER LOT 1 BLK 3 ** PLEASE NOTE ** Inv# 81045	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**29-29-22-33-0114**
Phalen Pkwy Lofts Lp 233 Park Ave S Suite 201 Minneapolis MN 55415-1132 ***635 PHALEN BLVD** *Ward: 6 *Pending as of: 4/7/2025	CHAS. WEIDE'S SUBDIVISION OF BLOCK 46 OF ARLINGTON HILLS ADDITION TO ST. PAUL, MINN. PART OF LOT 16 LYING E OF A LINE DRAWN PAR & 274.11 FT W OF THE E LINE OF LOTS 6 THRU 10 AND ALL ** PLEASE NOTE ** Inv# 81017	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**29-29-22-43-0139**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Yia Chang 707 Rose Ave E St Paul MN 55106-2529 ***707 ROSE AVE E** *Ward: 6 *Pending as of: 4/7/2025	OAK VILLE PARK LOT 12 BLK 15 ** PLEASE NOTE ** Inv# 81032	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**29-29-22-11-0223**
Melissa Yang 854 Simcoe St St Paul MN 55117-5347 ***854 SIMCOE ST** *Ward: 1 *Pending as of: 4/7/2025	MCKENTY'S OUT LOTS TO ST. PAUL SUBJ TO ALLEY LOTS 25 AND LOT 26 BLK 2 ** PLEASE NOTE ** Inv# 81154	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	685.00 124.00 1.00 1.00	$685.00 $124.00 $35.00 $5.00 $849.00	**25-29-23-41-0168**
Realty Income Properties 3 Llc 16220 N Scottsdale Rd Ste 650 Scottsdale AZ 85254-1806 ***577 SMITH AVE S** *Ward: 2 *Pending as of: 4/7/2025	BALME'S ADDITION TO WEST ST. PAUL EX S 36 FT LOTS 1 THRU LOT 4 BLK 26 ** PLEASE NOTE ** Inv# 81187	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**07-28-22-23-0085**
Schumacher Holdings Llc 9607 Whistling Valley Trl Lake Elmo MN 55042-4444 ***1615 STANFORD AVE** *Ward: 3 *Pending as of: 4/7/2025	MACALESTER VILLAS LOT 8 BLK 6 ** PLEASE NOTE ** Inv# 81016	Boarding Up DSI Admin Fee Assessment Admin Fee Attorney Fee *** Owner and Taxpayer ***	1.00 1.00 35.00 5.00	310.00 124.00 1.00 1.00	$310.00 $124.00 $35.00 $5.00 $474.00	**09-28-23-11-0079**

Owner or Taxpayer	Property Description	Item Description	Unit Rate	Quantity	Charge Amts	Property ID
Unity Baptist Church 118 N Victoria St St Paul MN 55104-6521 ***118 VICTORIA ST N** *Ward: 1 *Pending as of: 4/7/2025	BRYANT'S ADDITION TO ST. PAUL LOTS 14 AND LOT 15 BLK 1 ** PLEASE NOTE ** Inv# 81081 Inv# 81195	Boarding Up	1.00	490.00	$490.00	**02-28-23-13-0040**
		DSI Admin Fee	1.00	248.00	$248.00	
		Assessment Admin Fee	35.00	1.00	$35.00	
		Attorney Fee	5.00	1.00	$5.00	
					$778.00	
		*** Owner and Taxpayer ***				
Pyramid Group Llc 10620 W River Rd Brooklyn Park MN 55443-1233 ***1063 WOODBRIDGE ST** *Ward: 5 *Pending as of: 4/7/2025	AUERBACH & HAND'S ADDITION TO THE CITY OF ST. PAUL LOTS 9 & LOT 10 BLK 24 ** PLEASE NOTE ** Inv# 81015	Boarding Up	1.00	490.00	$490.00	**25-29-23-14-0022**
		DSI Admin Fee	1.00	124.00	$124.00	
		Assessment Admin Fee	35.00	1.00	$35.00	
		Attorney Fee	5.00	1.00	$5.00	
					$654.00	
		*** Owner and Taxpayer ***				***ESCROW***

Total Boarding Up:	$12,175.00
Total DSI Admin Fee:	$2,976.00
Total Assessment Admin Fee:	$770.00
Total Attorney Fee:	$110.00
Project Total:	**$16,031.00**
Less Total Discounts:	**$0.00**
Project Total:	**$16,031.00**

22 Parcel(s)
2 Cert. Exempt Parcel(s)