



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED 310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

AUG 16 2023

CITY CLERK

We need the following to process your appeal:

- ☒ \$25 filing fee (non-refundable) (payable to the City of Saint Paul)(if cash: receipt number 445616)
 - ☒ Copy of the City-issued orders/letter being appealed
 - ☒ Attachments you may wish to include
 - ☒ This appeal form completed
 - ☒ Walk-In OR ☐ Mail-In
- for abatement orders only: ☐ Email OR ☐ Fax

HEARING DATE & TIME

(provided by Legislative Hearing Office)

Tuesday, August 22, 2023

Location of Hearing:

Telephone: you will be called between

_____ & _____

☒ In person (Room 330 City Hall) at: 1:00 p.m.
(required for all Fire C of O revocation & vacate; Condemnation orders)

Address Being Appealed:

Number & Street: 575 UNIVERSITY AVE. W. City: St. Paul State: MN Zip: 55103

Appellant/Applicant: PETER RATSAMY Email PETERRATSAMY88@gmail

Phone Numbers: Business 651-675-7568 Residence _____ Cell 651-675-7568

Signature: Peter Ratsamy Date: 8/16/2023

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why? Attachments Are Acceptable

- ☐ Vacate Order/Condemnation/Revocation of Fire C of O
- ☐ Summary/Vehicle Abatement
- ☐ Fire C of O Deficiency List/Correction
- ☐ Code Enforcement Correction Notice
- ☒ Vacant Building Registration
- ☐ Other (Fence Variance, Code Compliance, etc.)

Renovation Currenty / clean up



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806Telephone: 651- 266- 8989
Facsimile: 651- 266- 1919
www.stpaul.gov/dsi

August 09, 2023

Ratsamy 575 Llc
10421 Stony Creek Dr
Woodbury MN 55129- 4808

Customer #:1876741

Bill #: 1758230

VACANT BUILDING REGISTRATION NOTICE

The premises at **575 UNIVERSITY AVE W** has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$2,459.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

Payment must be received by September 09, 2023 .

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.

To pay this invoice by mail please send this registration form along with payment to:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806
Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at the above address.

You may file an appeal to this fee or registration requirements 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.

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.

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 category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a **Certificate of Occupancy OR Certificate of Code Compliance** prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , James Hoffman, at 651- 266- 1947 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, James Hoffman, at 651- 266- 1947.

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: jh
vb_registration_notice 11/14



August 4, 2023

Ratsamy 575 Llc
10421 Stony Creek Dr
Woodbury MN 55129-4808

Revocation of Fire Certificate of Occupancy and Order to Vacate

RE: 575 UNIVERSITY AVE W
Ref. # 15360

Dear Property Representative:

Your building was determined to be a registered vacant building on August 4, 2023. Since certificates are for the occupancy of buildings, it has become necessary to revoke the Certificate of Occupancy.

Saint Paul Legislative Code provides that no building shall be occupied without a Certificate of Occupancy. In order to re-occupy the building, the following deficiencies (if applicable) must be corrected and a complete Certificate of Occupancy inspection will be required.

DEFICIENCY LIST

1. EXTERIOR REAR OF THE BUILDING - SPLC 34.09 (4) a, 34.33 (3) a - Repair and maintain the window glass. Windows shall be fully supplied with window panes which are without open cracks or holes.
2. INTERIOR THROUGHOUT - SPLC 40.06 - Uncertified portions of the building must not be occupied until inspected and approved by this office.
3. THROUGHOUT THE BUILDING - SPLC 34.09 (1)(2)(a), 34.33 (1)(b) - 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.

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 this order.

If you have any questions, email me at: Sebastian.Migdal@ci.stpaul.mn.us or call me at 651-266-8985 between 8:00 - 9:30 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Sebastian Migdal
Fire Safety Inspector

Ref. # 15360

CHAN'S CONSULTING, LLC.
7901 12th Ave S. Bloomington, MN 55425
Phone 952.854.9515

Date Prepared: July 18, 2023

Project Location: **Zao Chinese Bakery & Cafe**
575 University Ave W
St. Paul, MN 55103

Re: Zao Chinese Bakery & Cafe remodeling proposal and letter of agreement

Based on our initial concept meeting, the following is our proposal for construction services to be performed by the remodeling company, **Chan's Consulting LLC**, for the owner, **Zao Chinese Bakery & Cafe** as defined within the Scope of Work.

Scope of Work

Carpentry

- Dining Area
 - Provide and install sheetrock ceiling with art design
 - Drop ceiling
 - Wall Painting
 - Provide and install knee wall and install ceramic tile
 - Provide and install ceramic tile (allowance up to \$5.00/SF)
 - Opening (3) aluminum window
- Bakery and bubble tea bar
 - Build up counter for Bakery and bubble tea bar
 - Install wood panel on front surface
 - Install subway tile behind the bar all the way up
 - Provide and install sheet rock ceiling with wood design
 - Provide and install quarry floor tile (allowance up to \$5.00/SF)
- Kitchen
 - Provide and install gypsum board wall per floor plan
 - Provide and install 2'x4' washable ceiling tiles
 - Provide and install FRP
 - Provide and install quarry floor tile (allowance up to \$5.00/SF)
- Build up Men's and Women's restroom per floor plan
 - Ceramic tile flooring
 - Install 4 feet Hight ceramic tile and paint above
 - Drop ceiling
- Hallway
 - Install 4 feet Hight ceramic tile and paint above
 - Drop ceiling

- Existing basement
- Architectural drawing included
- Ansul system included
- Building permit and fee included
- Health plan application submission included
- Dumpster included
- Deep clean NOT included
- Signage NOT included
- Roofing service NOT included
- Fire sprinkler system NOT included
- SAC NOT included
- Equipment NOT included

Mechanical

- Provide and install (1)-CaptiveAire 14' Type I hood with stainless steel backsplash panels.
- Provide and install (2)-CaptiveAire roof-mounted up blast exhaust fans.
- Install grease duct from new hood up to roof per NFPA 96 codes and standards.
- Provide and install (1)-CaptiveAire direct-fired heat-only roof mounted make-up air unit with associated duct work.
- Provide CaptiveAire control panel.
- Install new gas line from new gas meter in basement and connect to (1)-make-up unit, (1)-RTU, (1)-water heater and (6)-kitchen appliances.
- Provide roofing services for (2)-water heater vents, (2)-hood fans, (1)-bathroom exhaust fan, (1)-make-up air unit and (1)-gas piping cone.
- Install venting to (1)-water heater.
- Install new supply duct work with supply registers to effectively heat and cool the space from existing RTU duct drops.
- Install return air grille existing RTU return drop in dining room.
- Insulate all supply duct work above ceilings.
- Provide and install (1)-new thermostat and wiring.
- Provide and install 16' long guard rail fall protection for exhaust fans.
- Provide mechanical plans.
- Provide structural engineering report (structural framing by others)
- Provide CaptiveAire factory commissioning.
- Balance airflow.
- Provide blue hoses for gas appliances.
- Provide and install Ansul system for new hood.
- Provide and install stainless steel skirts from (1)-hood up to ceiling.
- Provide and install exhaust fan with associated duct work down to the basement for general ventilation to reduce mildew/mold odors.

Plumbing

All work includes cutting, core drilling and patching of concrete necessary for installation of plumbing drain lines.

- Kitchen
 - Provide water piping to the following:
 - (1) 3-compartment sink
 - (1) 2-compartment sink
 - (1) mop sink
 - (1) hot water heater
 - (6) floor drain
 - (1) Ice maker
 - (1) Chinese Wok
 - Proofer
- Men's and women's restroom
 - Provide water piping to the following:
 - (2) hand sink
 - (2) toilet
- Bubble tea area
 - Provide water piping to the following:
 - (1) hand sink
 - (1) dump sink
 - (1) Ice bin
 - (1) Hot water dispenser
 - (1) Pot filler water faucet
 - (1) floor drain
- Bakery Area
 - Provide water piping to the following:
 - (1) hand sink
- Provide and install (2) grease trap
- Plumbing plan included
- Plumbing permit and fee included

Electrical

- Dining Area
 - Provide power to the following:
 - (40) can light
 - (4) single outlet
- Bakery and bubble tea bar
 - Provide power per floor plan
- Kitchen

- Provide power to the following:
 - (14) Provide 2x4 LED light
 - Proofer
 - Water heater
 - Ice bin
 - Mega top
 - Oven
 - walk-in cooler and Freezer
 - Roof top unit HVAC
 - Make up air
- Men's and women's restroom
 - Provide power to the following:
 - (2) can light on each bathroom
 - (1) Outlet on each bath room
- Hallway
 - (4) can light
- Power to signage
- Electrical permit and fee included

Compensation:

Grand Total:

\$489,000.00

****Please see terms and conditions**

Invoicing & Payments

Invoices will be submitted periodically rather than as a super-bill at the conclusion of the project. If making payment in check, please make checks payable **Chan's Consulting LLC**.

Payment Terms

50% Deposit needed before work begins.

40% due after second rough-in.

10% After final inspection

In addition, all payments are due within five (5) days of being submit. Failure to fulfill this obligation will result in an immediate ceasing of work. A resumption of work will begin upon receipt of the outstanding payment. In the event of any delays such as permits, design changes, or outstanding payments Chan's Consulting, LLC Inc. will not be held responsible. Remodeling Firm shall perform its services in a professional manner consistent with a mutually agreed upon schedule. Remodeling Firm shall not be responsible for delays caused by circumstances beyond their control. We will proceed ahead with the remodeling work based on your written approval and receipt of the remodeling retainer.

****CHANGE ORDERS.** All extra work as well as any other modifications or additions to this contract shall be specified and approved by both parties in a written Change Order. All Change Orders shall become a part of this contract and shall be incorporated herein.

Sincerely,



Sign

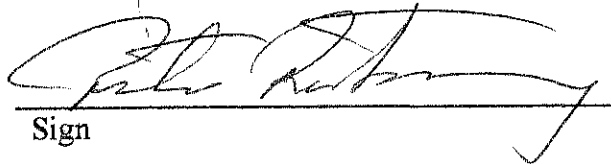
Jin Chen

Print Name

8/1/2023

Date

Agreed and Approved by,



Sign

PETER RATSAMY

Print Name

8/1/23

Date

TERMS AND CONDITIONS

1. **DEBRIS REMOVAL** Unless stated otherwise in the contract Chan's Consulting, LLC. is authorized to haul away and dispose of all piping, materials, debris, faucets, fixtures, cabinets, shower heads, shower doors, old drain parts, water softeners, countertop etc. by covering work areas Chan's Consulting, LLC. will "broom clean" at the conclusion of its work.
2. **FREE ESTIMATES** All estimates are free except when Chan's Consulting, LLC. is required to do physical labor to troubleshoot a problem or cause in order to give the Buyer an explanation or evaluation.
3. **COMMENCEMENT OF WORK** Chan's Consulting, LLC. agrees to commence work and adhere to the schedule as indicated in the contract. However, Chan's Consulting, LLC. will not be responsible for delays beyond their control or for any of the following: (a) failure of the issuance of all necessary building permits within a reasonable length of time, (b) disbursement of funds into a joint control or escrow, (c) acts of negligence or omission of the buyer, or buyer's employee, or buyer's agent, (d) acts of God, (e) stormy or inclement weather, (f) strikes, boycotts, lockouts, or other labor union activities, (g) extra work ordered by the buyer, (h) inability to secure materials through regular channels, (i) imposition of government priority or allocation of work ordered by the buyer, (j) failure of the buyer to make payments when due, (k) delays caused by inspection or changes ordered by inspectors or the authorized government bodies, (l) facts of independent contractor, holidays, or other causes beyond Chan's Consulting, LLC control, Chan's Consulting, LLC will not compensate nor reimburse buyer for wages they may claim to lose due to rescheduling or failure to complete the job by the scheduled date.
4. **INSPECTIONS** It is the buyer's responsibility to contact the inspection department to make and appointment for inspection and to make the premises available for inspection permit, until after the Three Day Right To Cancel period has passed.

5. **STRUCTURAL ALTERATION** Buyer gives Chan's Consulting, LLC. the sole right, to perform work described in this contract in a good and workmanlike manner, thereby authorizing Chan's Consulting, LLC. when deems necessary, to open holes in plaster and stucco, remove wallpaper, wood paneling, insulation, molding, and other items that may be necessary to perform the work described in the contract.
6. **ATTORNEY FEES** In the event of litigation between the parties, or if a party becomes involved in litigation because of acts of the other party, the court will award reasonable attorney fees to the prevailing or innocent party. I, the buyer agrees that if I breach this contract or default under the terms of the contract, that Chan's Consulting, LLC. will have the right to be paid back for attorney fees and all out-of-pocket expenses, even if a lawsuit is not filed.
7. **RIGHT TO STOP WORK** Chan's Consulting, LLC. shall have the right to stop work if any payment shall not be made to Chan's Consulting, LLC. under this contract. Chan's Consulting, LLC may keep the job idle until all payments are up to date.
8. **LIMITATIONS** No action arising from or related to this contract, or the performance of this contract shall be started by either party against the other no more than two years from the date of reasonable completion of this contract. This limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation.
9. **INSTALLATION** Chan's Consulting, LLC. has the right to subcontract any part of, or all of, the work herein.
10. **CHANGE ORDERS** Should buyer, construction lender, or any government body or inspector require any modification or addition to the work covered under this contract, any cost incurred to Chan's Consulting, LLC. shall be add to the contract price as extra work and Buyer agrees to pay Chan's Consulting, LLC. their normal selling price for such extra work. All extra work as well as any other modifications to this contract shall be specified and approved by both parties in a written Change Order. All Change Orders shall become a part of this contract and shall be incorporated herein.
11. **RIGHT TO REPOSESS** If the buyer fails to make any payment when it falls due, Chan's Consulting, LLC. as for security for payment, has the right to repossess equipment, fixtures, and building materials that have been delivered to the job or installed in the project. In exercising this right to repossess, Chan's Consulting, LLC. will exercise reasonable care to minimize the damage to the project, but the fact that it is necessary to damage a portion of the project in order to remove and repossess the building materials does not affect Chan's Consulting, LLC. right to do so.
12. **INTEGRATION CLAUSE** This contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this contract, exists between the parties.
13. **SERVICE CHARGE** If any payment is over 30 days late, I, the Buyer agree to pay Chan's Consulting, LLC. a monthly service charge of one and one-half percent (1-1/2%), on the entire balance of the contract, until the contract is paid in full, plus a late charge of 5% of the amount due. Buyer agrees to pay a return-check charge, of \$25, plus any other related costs, and fees.
14. **LABOR CHARGE** Chan's Consulting, LLC. shall pay any valid charges for labor, materials, and equipment, by Chan's Consulting, LLC. subcontractors, used in this project, but is excused from this obligation to the extent that the Buyer may be in the arrears in making progress payments to Chan's Consulting, LLC. If Chan's Consulting, LLC. fails to pay for work or materials furnished under this paragraph, and as a result of mechanic's liens are recorded or threatened against the project, Buyer may make such payments in good faith on behalf of Chan's Consulting, LLC., and Chan's Consulting, LLC. shall on demand reimburse Buyer for amount actually paid. If Buyer settles or purchases such claims at a discount, Chan's Consulting, LLC. shall not be entitled to the benefit of the discount.
15. **LANDSCAPE** Buyer recognizes that in order to service the plumbing system exterior to the building, it is often necessary to dig up the landscaped areas and/or to break concrete and/or asphalt driveways, walkways, patios, etc. Chan's Consulting, LLC. will endeavor to do so in the least conspicuous manner possible taking into account the Buyer's wishes and economic necessity. However, unless otherwise stated in the contract, Chan's Consulting, LLC. is not obligated to replant any landscaping or repair any concrete or asphalt Chan's Consulting, LLC. will backfill and hand-compact all excavations;

however, Chan's Consulting, LLC. will not be responsible for any settling which may subsequently occur.

16. **CANCELLATION** Should this contract be cancelled, for any reason, Buyer is obligated to pay.

17. **RETURN CHECK OR DECLINED CREDIT CARD** For returned checks or declined credit cards there is a \$35 handling fee plus bank charges and collection costs and attorney fees, if any.