

Thomas J. Radio
Direct: (612) 373.8420
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October 21, 2024

VIA E-MAIL

joanna.zimny@ci.stpaul.mn.us

Ms. Joanna Zimny
Legislative Hearing Executive Assistant
City of St. Paul, Office of the City Council
310 City Hall
15 West Kellogg Boulevard
St. Paul, Minnesota 55102-1615

**RE: 455 Robert Street South (the “Property”)
Our File No. 33799.01**

Dear Ms. Zimny:

For the Legislative Officer Hearing scheduled at 9:00 am on Tuesday, October 22, 2024, I am providing the following documents as an update on the progress of the sale of the property at 455 Robert Street South, St. Paul, Minnesota:

1. Security Fence Bid;
2. Security and Alarm Monitoring Bid; and
3. Temporary Electrical Service Bid

My client Allstate BK Real Estate Holdings, Ltd. (aka Tri-City Foods) (“Seller”) obtained these bids to satisfy the requirements of the Nuisance Abatement Plan (“Plan”) set forth in the City’s letter, dated September 9, 2024. Satisfaction of the Plan requirements were a condition for the Legislative Hearing Officer recommending the City Council grant an extension of 60 days to December 23, 2024, to complete other work by the Buyer/Developer, Hosannah, Inc./Hye Young Shin (“Buyer”).

After the Seller and Buyer entered into protracted negotiations over who would be responsible for these costs, the Seller offered to pay up to 25% of the total costs. So far, the Buyer has refused to make any contribution to these costs. Seller views these improvements as primarily benefitting Buyer since they will provide an additional level of security during the construction phase of the remodeling project. The Buyer, however, refuses to make any contribution.

220 South Sixth Street
Suite 2200
Minneapolis, MN 55402-4504

Phone: 612-339-6321
Fax: 612-338-0535

Ms. Joanna Zimny
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The sale of the Property, if it can be closed, would still be in the best interest of all stakeholders. It would certainly be better than demolition of the building.

I will attend the hearing tomorrow to answer any questions and further explain the situation.

If you have any questions, please contact me.

Very truly yours,

FELHABER LARSON

/s/ Thomas J. Radio

Thomas J. Radio

TJR/ope

Enclosures

cc: Mr. Scott Owen (sowen@gulshaninc.com)
Mr. Jeff Houge (jeff@wakota.com)
Mr. Michael Fidler (cpsre@comcast.net)
Ms. Mai Vang, Legislative Hearing Coordinator (legislativehearings@ci.stpaul.mn.us)



Town & Country

FENCE

8511 Xylon Avenue North | Brooklyn Park, MN 55445
 Phone: 763-425-5050 | Fax: 763-425-9006
 Email: jonk@tcfence.com | Website: www.tcfence.com

Tri City Foods – Jack Chaffee PROPOSAL SUBMITTED TO	952.240.1014 PHONE	9-26-2024 DATE
STREET	Burger King – black fence with privacy slats JOB NAME	
CITY, STATE AND ZIP CODE	455 S Robert St, St Paul, MN 55107 JOB LOCATION	

We hereby submit specifications and estimates for:

Furnish and install approximately 360 LF of 6' tall black chain-link fence and gate around the Burger King lot. The system will be built with the following materials.

- 8-gauge black vinyl coated chain-link fence fabric.
- 1-5/8" top rail. SS40
- 2-1/2" line posts. SS40
- 3" terminal posts. SS40
- (1) 4' wide gate with standard hinges and latch.
- Black privacy slats inserted in fence and gate.

TOTAL PRICE INSTALLED - \$24,325.00

Notes/Exceptions:

- Price does not include clearing of fence line, dirt work, grading, compaction/testing, staking, or survey. Responsibility of Owner.
- Price does not include Performance and Payment Bond, add \$8.20/\$1,000.00 or Unemployment Insurance, add \$20.00/\$1,000.00 if needed.
- Priced for completion during 2024 Construction season.
- Electrical grounding is not included, by others.
- Additional charges will apply if a secondary sweep/locate is required
- Hydro-vac excavation or core drilling of holes is not included.
- **Price does not include work during frozen weather conditions.**
- Town & Country Fence is a member of PEC Veriforce, Avetta, ISNetwork, and Gold Shovel Standard.
- SD Excise tax is not included and will be the responsibility of the General. Certificate required if awarded to Town & Country Fence.
- This proposal supersedes any previous proposals (all of which are rescinded/revoked and no longer valid); any plan addenda or revisions issued after this proposal are not part of this proposal and Town & Country Fence is not bound to; this proposal automatically becomes part of any subsequent contract signed by Town & Country Fence, regardless of whether this proposal is signed by the recipient of this proposal.

Terms of Payment to be made as follows: **50% down, material draw at 60% of contract value (less received 50% down), monthly progress billings, and balance upon completion, unless otherwise specified above, payment due upon receipt and subject to approved credit**

Purchaser agrees to indemnify and hold harmless Town and Country Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Town and Country Fence's liability shall not exceed the amount paid to it under this Proposal. Town and Country Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Town and Country Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Town and Country Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Town and Country Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Town and Country Fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Town and Country Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Town and Country Fence until paid for by Purchaser and Purchaser authorizes Town and Country Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Town and Country Fence. Unless objected by the Purchaser, Town and Country Fence shall place a lawn sign on the property for the duration of Town and Country Fence's work.

Acceptance of Proposal. The above prices, specifications, terms, and conditions are satisfactory and accepted by Purchaser. Town and Country Fence is authorized to do the work as specified and Purchaser agrees to make payment as outlined above.

Date of Acceptance _____

Equal Opportunity Employer

By: Jonathan Krause

Jonathan Krause - Commercial Sales

This Proposal may be withdrawn by Town & Country Fence within 15 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____

PROPOSAL



311 W Railroad Street
Norwood-YA, MN 55368
Phone: 952-466-5777
Fax: 952-466-5756

CONTRACTOR PROPOSAL AND CONTRACT

Date: September 26, 2024

We are pleased to submit the following proposal. We propose to furnish materials and labor necessary for completion of the Contract Work, in accordance with all electrical codes and regulations. The Contract Work shall consist of all work necessary or reasonably inferable from the building plans, so as to produce the intended results.

This proposal may be withdrawn if not signed within 30 days.

Submitted to: Tri-City Foods

Project: 455 Robert St
St Paul, MN

Project Description: Security Options

Introduction

Xtreme Integration, Inc. is pleased to submit this proposal for your consideration. We will provide all design, supervision, labor, material, tools and equipment to perform the work detailed within this proposal. This project will be consistent with detailed design, product, and installation standards developed by Xtreme Integration, Inc. Workmanship will be at the highest level of the trade.

DESCRIPTION OF WORK

Security/Burglar Alarm	\$1,600.00
Install Burglar Alarm System	
(3) Wireless Ceiling Mount Motion Detectors	
(1) Siren	
(1) Keypad	
(1) Panel	
(1) Battery	
(1) Cellular Communicator	
Wire	
Installation	

Cameras	\$3,100.00
Install Analog Camera System	
(5) Exterior Dome Cameras	
(1) Interior Dome Camera	
(1) DVR Recorder	
(1) Power Supply	

Project Total:	\$4,700.00
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ALTERNATES/MONITORING:

Security (Burglar Alarm) Monitoring	\$34.95/Month
Camera Monitoring - Cradlepoint Internet Service	\$750 hardware + approx \$50/month

CONTRACT PAYMENT TERMS

Contract Amount We hereby propose to perform all Contract Work listed in Contract for the sum of \$4,700.00

Terms of Payment:

Balance due 10 days upon completion of Contract Work.

Late Payment Charges Amounts not paid according to terms will be charged a service charge of 1.5% per month or the maximum legal rate allowable, whichever is higher, until paid in full. The Contractor shall also be entitled to recover all reasonable costs, charges, expenses and attorney fees expended or incurred therein.

Payment Delay If for any reason the Contractor does not receive payment from the Owner within seven (7) calendar days after the time payment is due, the Contractor upon giving seven (7) calendar days written notice to the owner, in addition to any other legal remedies, **may stop** its Contract Work until payment of the full amount owing to the Contractor has been received.

ACCEPTANCE OF PROPOSAL

All terms and conditions are hereby agreed to by the parties listed below. Original signature required on each copy.

Owner Name _____ **Date** _____

Contractor Name _____ **Date** _____



PROPOSAL AND CONTRACT

Estimator: Adam Glander

Email: adam@xtremeelectricalservices.com

Phone: 952.212.7038

311 West Railroad Street
Norwood Young America, MN 55368
Ph: 952.466.5777

9/25/24

Customer & Project Details

Customer: Tri-City Foods
Attn: Jack Chaffee
Phone: 952-240-1014
Email: jchaffee@3cityfoods.com
Address:

Project Description: Temp Service
Project Name: Burger King
Project Address: 455 Roberts St
St Paul, MN

Scope of Work

Permit
Repair CT cabinet (bottom cut out)
Run new 100 amp feeders
Set temp panel at old gear location
Set temp receptacles
Wire lights (temp) into breaker
Misc. labor/material
Supply and install (6) exterior LED lights

Proposal Total: \$6,450.00

Alternates

Notes

#1: Does not include any low voltage, cameras, etc. in electrical bid.



PROPOSAL AND CONTRACT

Estimator: Adam Glander

Email: adam@xtremeelectricalservices.com

Phone: 952.212.7038

Terms & Conditions

Payment Terms:

- Net 30 with Monthly Progress Billing
 - A 5% charge per month added to any past dues balance over 30 days.
 - Monthly progress billing on all projects over \$5,000
 - A Maximum of 5% Retainage Allowed
 - All Retainage to be paid within 30 days of completion of the Div 26 scope of work or with the final payment
 - All Change orders are to be paid: NET DUE UPON RECEIPT
 - Bid/Budget price assumes that payment will be made by cash or check withing the specified payment terms. Additional fees will apply for a late payment or any payment by credit card or ACH
 - Or a Schedule of Values to be submitted prior to the start of construction
 - 4% Credit card fee if payment is made via credit card
- 1) Customer acknowledges that Xtreme's work on this project will be limited to the work expressly set forth within this Proposal and Customer agrees to ensure that all other contractors working on the site will cooperate with Xtreme to facilitate the completion of Xtreme's work as set forth in the Proposal
 - 2) If the Customer fails to pay Xtreme at the time payment of any amount becomes due, then Xtreme may, at any time thereafter, upon service written notice that the work will be stopped. Xtreme Electric may pursue all available remedies to enforce the terms of this Proposal and Contract. Customer shall be obliged to pay Xtreme Electric for all legal fees and costs incurred by Xtreme Electric in the enforcement of this agreement, including but not limited to all legal fees and arbitrator fees incurred to collect upon past due payments
 - 3) All applicable taxes are included in Xtreme's submission
 - 4) Xtreme shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others
 - 5) Equipment and materials supplied by Xtreme are warranted only to the extent that the same are warranted by the manufacturer
 - 6) Xtreme shall not be liable for direct or indirect loss, damage or delay resulting from labor disputes, accidents, delays, acts of God or any other even outside of Xtreme's control.
 - 7) Unless specifically included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
 - 8) If a subsequent formal contract is required by the Customer, the terms and conditions of this signed Proposal shall control over the terms of the subsequent contract unless the terms of this Proposal are specifically referenced as modified or removed in the subsequent contract and the subsequent contract is agreed to in writing by Xtreme
 - 9) The individual signing this Proposal on behalf of the Customer represents and warrants that he or she has the authority to bind the entity indicated below to the terms of this Proposal and binds the entity to the terms of this Proposal
 - 10) Work to commence only after receipt of initial payment and Customer's written acceptance on the terms of this Proposal
 - 11) Construction Dumpster to be provided by the Owner or GC
 - 12) **MECHANIC LIEN NOITCE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THE IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS**
 - b) **UNDER THE MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCTTHIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENTS UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE**
 - 13) Without invalidating this Proposal Customer may in writing order changes in the work covered by this proposal. A change in the work covered by this proposal must be signed by Customer and Xtreme and must include the work to be done, the change in price, and the adjustment in the anticipated completion date. A Change Order shall be executed before proceeding with the change in the work
 - 14) This Proposal is based upon commodity prices for the necessary materials for the project as of the date the Proposal was issued by Xtreme. In the event of an increase in the price of any copper, steel, aluminum, Light Fixtures or other material following the issuance of this Proposal Customer agrees to reimburse Xtreme for the increased cost of those materials. This includes and sudden increase in price due to the tariffs by the United States, China or any other country.
 - 15) Any and all work above and beyond Xtreme's Proposal required by Authority Having Jurisdiction (AHJ) is subject to additional costs incurred.
 - 16) No electric utility costs or charges for temporary power are included. Xtreme is not responsible for any generator costs if the electric utility cannot provide temporary or permanent services in a timely matter.
 - 17) Xtreme shall have no obligation to perform any Work relating to Hazardous Substances. If, during performance of Work, Xtreme encounters any material which it believes to be a Hazardous Substance, Xtreme shall notify customer and immediately cease all portions of the work which may disturb or threaten to disturb such Hazardous Substances, or which could endanger Xtreme's employees or subcontractors, and that total or partial suspension of the Work shall be deemed acceptable to the Customer. Customer shall be solely responsible for the testing, investigation, abatement, removal, encapsulation or other treatment of any Hazardous Substances and compliance with all applicable federal, state, and local laws relating to any existing or suspected presence at the Project of a Hazardous Substance. The Work in the affected area shall not be resumed except by written agreement of Xtreme and Customer.
 - 18) Customer waives any and all claims for consequential arising out of this Proposal or Xtreme's work on the Project.
 - 19) Xtreme has the option to require that any claims arising out of this Proposal be resolved by a proceeding conducted in accordance with the Construction Industry Rules of the American Arbitration Association; provided, however, that only one arbitrator shall hear any claims for less than \$50,000. If arbitration is chosen by Xtreme the award rendered by the arbitrator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction.
 - 20) All work to be done during normal business hours of 6am to 4pm unless otherwise noted, no OT Labor hours included unless noted.
 - 21) All bids are bid to any local jurisdictional codes and to the most current NED (National Electrical Code) code standards. Anything additional or a higher standard will be an additional charge.
 - 22) This Proposal by Xtreme remains a valid offer to Customer for 14 days following the issuance of the Proposal unless rescinded by Xtreme prior to acceptance by the Customer or the expiration of the 14-day period.



PROPOSAL AND CONTRACT

Estimator: Adam Glander

Email: adam@xtremeelectricalservices.com

Phone: 952.212.7038

Thank you for the opportunity to provide you with a Proposal and Contract for the above scope of work. If you have any questions or comments, please call me at 952.212.7038 or email me at adam@xtremeelectricalservices.com

Adam Glander
Xtreme Electrical Services, Inc.

Please remit to:
Xtreme Electrical Services Inc.
311 West Railroad Street
Norwood Young America, MN 55368
Phone: 952.466.5777
Email: adam@xtremeelectricalservices.com

Please sign (Show Approval)

Date

Please Print Name Above