



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

RECEIVED

SEP 30 2013

CITY CLERK

We need the following to process your appeal:

- ☒ \$25 filing fee payable to the City of Saint Paul
(if cash: receipt number Check # 9347)
- ☒ 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, 10-8-13

Time 1:30 PM

Location of Hearing:

Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 1287 Seminary Ave. City: St. Paul State: MN Zip: 55104

Appellant/Applicant: TRIESTA BROWN Email: triestz.brown@gmail.com

Phone Numbers: Business _____ Residence _____ Cell 651-642-1145

Signature: [Signature] Date: 9/30/13

Name of Owner (if other than Appellant): TRIESTA & PAUL BROWN

Mailing Address if Not Appellant's: 1491 Blair Ave. St. Paul MN 55104

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
- ☐ Code Enforcement Correction Notice
- ☐ Vacant Building Registration
- ☐ Other

Reinspection date of October 15
Please see attached



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

September 20, 2013

TRIESTA BROWN
PAUL BROWN
1491 BLAIR AVENUE
ST PAUL MN 55104-1939

RE: RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES
1287 SEMINARY AVE

Ref. # 104493

Dear Property Representative:

Your building was re-inspected for the Fire Certificate of Occupancy on September 19, 2013. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected immediately. **A reinspection will be made on or after October 15, 2013.**

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Exterior - Throughout - SPLC 34.09 (1) b,c, 34.32 (1) b,c - 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 the original orders.

An Equal Opportunity Employer

If you have any questions, email me at mitchell.imbertson@ci.stpaul.mn.us or call me at 651-266-8986 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,

Mitchell Imbertson
Fire Inspection
Ref. # 104493



Triesta Brown <triesta.brown@gmail.com>

1287 Seminary Ref. # 1044931 message

Triesta Brown <triesta.brown@gmail.com>

Fri, Sep 27, 2013 at 12:59 PM

To: "Imbertson, Mitchell (CI-StPaul)" <mitchell.imbertson@ci.stpaul.mn.us>

Mitch;

Please find attached a signed contract for work to be completed on the exterior of my duplex at 1287 Seminary. Exterior soffit and fascia (wood) to be wrapped, window trim (wood) to be wrapped. Their work will commence no later than December 10, 2013. If you have any additional questions regarding the scope of work or the time line for the work, please contact Steve Garren at 612-290-2929.

I will be painting the wood portions of the siding, which include the rear porch, and the wall under the front porch. Please note that the remainder of the building is clad in steel siding with masonry backing (not wood) and therefore is not subject to correction as per the deficiency list. The deadline I propose is December 31, 2013, barring the contractor's inability to meet the conditions of their contract with me. Please take note that this is the date I first proposed.

When you originally visited my building early this year for the inspection of the interior and to discuss the scope of work regarding the exterior, I shared with you my concern about setting a deadline for completion of the exterior work on my building that was not long enough to account for possible delays. Those concerns included scheduling for the contractors doing various portions of the work and my seasonal work schedule with Linder's Garden Center. At the time of our meeting, I had no way of knowing how many hours I would be working this year (the start of season orientation had not yet taken place, and this is when seasonal employees get an idea of how many hours they will work over the course of the season, which runs from April through September) and I had wanted to just set a deadline for December 31, 2013. You indicated at that time that you were unable to do that and I therefore felt pressured to set a deadline of September 16, 2013. Because I worked many more hours this year than last year due to the needs of my employer, the work on my building has taken longer than expected. There is also the matter of the weather; extremely cold and wet spring, and many days too hot for painting or too windy for safe removal of old paint. The weather also impacted contractors, and I had to find another to do the vinyl siding on the upper portion of the building after the first one would not be able to schedule my work in time to meet the deadline due to weather delays on other jobs he had in line before mine.

Additionally, after a thorough inspection of my building, I determined that it would be safer, (and a great deal more costly) to have the window trim wrapped and the soffit and fascia wrapped as well. Given the weather delays and late start of the 2013 construction season, finding a high quality contractor to do this work has taken a great deal of time, since many I contacted did not want to take on my smaller job. Others, I did not feel comfortable with the quality of their work or they were going to charge way too much just because it was a smaller job. (Several did not want the work due to lead paint issues with the window trim wraps) Also, in order to afford to pay for this work to be done, I had to use earnings saved from my seasonal work at Linder's, so it is fortunate that I worked more hours in 2013 than 2012. (In fact, this is one reason why I sought seasonal employment; to be able to pay for this work.) The downside of course is that I had less time available to do my portions of the work and to interview contractors. I told you at our meeting that I needed more time later in the fall to do the work on my building because I work many hours between April and September, but this fell on your deaf ears.

By forcing me to guess when I could be done, and additionally by not being willing to just treat me as an adult and give me a long enough time to meet possible but unpredictable delays, is it any wonder that I would be reluctant to call "papa Mitch" to ask permission to have more time? Also, given the arbitrariness of

the deadline I was forced to select, it never even occurred to me that I had to call since I've never missed any deadlines with DSI before for a reinspection and so have no idea what the protocol would be, assuming there is one and it's not just made up as you go along. I do everything I can to keep my buildings in the best repair possible given the resources I have. When my building was inspected for the first time, I was given until the renewal of my 5 year certificate to correct the deficiency to the exterior of my building. At that time, it was my intention to have the building completely resided, particularly since the siding on the upper side gables clearly needed to be replaced and not just given a quick paint job. Painting it just to get a sign off on the initial C of O would have been a waste of time and money, not to mention paint, which the inspector recognized and why he signed off on it. When the credit/housing/foreclosure crisis occurred, valuations of duplexes were hit especially hard, and I was unable to use collateral in my building to do the siding, since there wasn't any. I took seasonal employment in order to earn money to be able to afford to do the work on my building, and to try to honor my original commitment to install siding and trim on the exterior, at least to the extent possible given the change in the financial situation caused by the collapse of the credit markets.

Additionally, because you pressured me to set a deadline before I had sufficient information to be able to set a realistic one, and because I originally wanted December 31, 2013 and you said this was not possible, I am requesting that the re-inspection fee be waived. After all, re-inspection in this case does not involve anything more than a quick drive by the building and there's no need to even make an appointment since nothing on the interior is at issue. For this reason, I feel that the \$100 that you want to charge for this "service" is excessive and unwarranted.

Finally, even though you seem not to be satisfied with the progress on the exterior of my building, the **neighbors**, who are the most affected by the condition of my property, are **ecstatic** with my progress! As a citizen and investor in St. Paul, I expect to have the cooperation of city officials and employees which includes recognition of my scheduling needs and that when it comes to scheduling, one size does not fit all. I have done everything I can to manage things in a responsible way and expect that the Department of Safety and Inspections, yourself included, will recognize and respect my efforts by reconsidering your policies for how you set deadlines for completion of major exterior work.

Triesta Brown
1491 Blair Ave.
St. Paul MN 55104



T Brown soffit fascia trim002.pdf

2284K

**Siding and Roofing
SALES
AGREEMENT**

**THE
WINDOW STORE
HOME IMPROVEMENTS, INC.**



License # BC631932

BUYER NAME TRIESTA BROWN		SALE DATE 9/25/13	
ADDRESS 1287 SEMINARY AVE		BILLING: 1491 BLAIR AVE	
CITY, STATE, ZIP ST. PAUL, MN 55104		ST. PAUL, MN 55104	
HOME #	CELL # 651-642-1145	WK #	
EMAIL TRIESTA.BROWN@GMAIL.COM		AD MANAGER STEVE GARREN	

The specifications in this Agreement are exact work to be performed.

INSTALL WHITE NON VENTED ALUMINUM SOFFIT PANELS ON THE UPPER FLOOR
+ PERK AREAS OF HOME. NOT DOING PORCH OR ANY LOWER AREA SOFFITS.
INSTALL CUSTOM BENT ARCHITECTURAL BRONZE FASCIA AT ALL AREAS THAT SOFFITS ARE
BEING COVERED. NOT DOING PORCH OR LOWER FASCIA AREAS. DO TRIM SIDES OF PORCH FASCIA
WRAP 22 WINDOW & DOOR CASINGS, EXCLUDING ^{SIDE DOOR} WINDOW & DOORS ON THE FRONT PORCH,
IN WHITE PVC COATED ALUMINUM & CAULK. REPLACE BAD WOOD AS NEEDED
TO COMPLETE WRAP PROPERLY.

IF POSSIBLE REMOVE & REINSTALL THE WOOD TRIM PIECES AT SOFFIT NEXT TO
FREEZE BOARD, UNDER THE NEW SOFFIT CHANNELS SO CUSTOMER CAN PAINT THAT
TRIM PIECE IN THE FUTURE OR USE BRONZE CHANNEL AT THE WALL FOR SOFFITS
TO TUCK INTO FOR STYLE.

ADVERTISING HOME - 2 YRS AT 10% DISCOUNTS ON FUTURE PROJECTS

Approx 4 TO 6 WEEKS TO INSTALL * START DATE NO LATER THAN
DECEMBER 10, 2013.

No "HIDDEN COSTS" Contract price includes: Tax, Labor, Materials, Cleanup, Haul-a-way, Permit and Warranty.

*Any replaced/new wood is the responsibility of the customer to stain or paint. X _____ X _____

*Homeowner will be responsible for any necessary decking replacement, not covered by insurance. \$65.00 PER SHEET OF
DECKING. X _____ X _____

Total Contract Price \$ 6,976⁰⁰	METHOD OF PAYMENT		☐ Cash	☐ Check	☐ Visa
Down Payment \$ 1,500⁰⁰	Balance Due on Completion \$ 5,476⁰⁰		☐ M/C	☒ Discover	
☒ Account # 6011 4994 6263 1928	Exp. Date 1/17	Security Code 924			
Authorized signature(s) TRIESTA BROWN					
☐ Financed through U.S. Energy Loan Center S					

No "HIDDEN COSTS" Contract price includes: Tax, Labor, Materials, Cleanup, Haul-a-way, Permit and Warranty.

*Any replaced/new wood is the responsibility of the customer to stain or paint. X _____ X _____

*Homeowner will be responsible for any necessary decking replacement, not covered by insurance. \$65.00 PER SHEET OF DECKING. X _____ X _____

Total Contract Price \$ <u>6,976⁰⁰</u>	METHOD OF PAYMENT		☐ Cash	☐ Check	☐ Visa
Down Payment \$ <u>1,500⁰⁰</u>	Balance Due on Completion \$ <u>5,476⁰⁰</u>		☐ M/C	☒ Discover	
☒ Account # <u>6011 4994 6263 1928</u>	Exp. Date <u>1/17</u>	Security Code <u>924</u>			
Authorized signature(s) <u>TRISTA BROWN</u>					
☐ Financed through U.S. Energy Loan Center \$ _____					
Monthly Payment Proposed \$ _____	Client Initials _____				

I/we the undersigned, do jointly and severally **PROMISE TO PAY ON COMPLETION**. Inspections or service issues from warranty items such as torn screens, cracked glass/frame or other manufacturer warranty items will be handled as applicable product warranty items, and do not affect the final payment upon completion.

(Make checks payable to The Window Store Home Improvements, Inc. and give to job foreman.)
TERMS AND CONDITIONS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS FORM.

S I G N	<u>[Signature]</u>	<u>9/25/13</u>	<u>[Signature]</u>	<u>9/25/13</u>
	(Customer Signature)	(Date)	(Submitted by Representative)	(Date)
	<u>[Signature]</u>	<u>9/25/13</u>	<u>[Signature]</u>	<u>9/25/13</u>
	(Customer Signature)	(Date)	(Submitted by Representative)	(Date)

2924 Anthony Lane Ste #115

St. Anthony, MN 55418

Office 612-353-5780

Fax 612-353-5782

WHITE - TWSHI OFFICE

YELLOW - CUSTOMER COPY

ADDITIONAL TERMS

SALES AGREEMENT: The Window Store Home Improvements, Inc. offers to furnish the specified materials and arrange for their delivery and installation as described on the reverse side and/or on attached sketches and specification sheets for the total price due. This offer must be submitted by the salesperson to The Window Store Home Improvements, Inc. representative for approval. If the installation cannot be made as specified on the reverse side, the offer will be withdrawn and any payment you have made will be refunded to you. If this is a credit sale and for any reason your credit request is not approved and you are unable to make other payment arrangements, then this sales agreement will not be approved. I will pay The Window Store Home Improvements, Inc. the total price due that covers the price of materials and installation as shown on the reverse side. In the event this note is placed for collection or legal action is instituted, I promise to pay all attorney's fees and costs incurred. Presentment, notice of dishonor and protest are hereby specifically waived by all parties hereto.

ORAL AGREEMENTS AND CHANGES IN AGREEMENT AND RESPONSIBILITY FOR OTHER WORK:

I understand that there are no oral agreements. Everything I expect the contractor to do has been included, in writing, in this sales agreement. Nothing can be changed in this sales agreement unless it is in writing on a separate form accepted by me/us and The Window Store Home Improvements, Inc. representative, The Window Store Home Improvements, Inc. is not responsible for materials or work not furnished or arranged by The Window Store Home Improvements, Inc.

CANCELLATION CONDITIONS: Purchaser agrees that if this sales agreement is cancelled after the 3rd day of the contract the purchaser is obligated to pay twenty-five percent (25%) of the total sale price as damages to the contractor. After the product is ordered the entire contract price must be honored.

AUTHORIZATION: I authorize The Window Store Home Improvements, Inc. to arrange for their factory representatives and/or subcontractor (licensed where required by law) to make the installation of materials and to inspect the installation. Any material left after the installation has been completed remains the property of The Window Store Home Improvements, Inc. and will be removed by The Window Store Home Improvements, Inc. employees or subcontractor. Seller will perform the installation in accordance with Sales Agreement and the drawings and specifications prepared pursuant thereto, using good workmanship and accepted standards of construction and installation.

DELAYS IN INSTALLATION: The Window Store Home Improvements, Inc. is not responsible for delays in delivery or installation due to weather, fire, strikes, war, governmental regulations or any causes beyond their control. If Seller is delayed in the progress or completion of the work due to any act, occurrence or condition beyond its control, then the estimated or agreed completion date, if any, shall be extended for a reasonable period of time. Seller shall be entitled to all costs occasioned by the delay if caused by Customer.

CHANGED CONDITIONS: If Customer becomes aware of any fault, defect or condition affecting the work area which was not previously known by Seller, Customer will promptly notify Seller of the changed condition. If Seller should encounter concealed, unknown or latent conditions during the performance of the work which differ materially from the ordinary encountered, Customer will pay for additional labor, supervision, materials, supplies, tools and equipment used by Seller to complete the work under the changed conditions.

MISCELLANEOUS: In construing the contract, the gender and number of words may be changed to meet the context. Any part of the Contract contrary to law shall not invalidate any other parts of the Contract. This Contract is to be governed by and construed in accordance with the laws of the State, except as preempted by federal law.

WARRANTY: Upon completion of installation and receipt of payment in full, The Window Store Home Improvements, Inc. will issue all material and labor warranties to the purchaser. All warranties become effective only after all installation has been completed and full payment has been received.

PAYMENTS: A \$30.00 Fee will be added for any returned check payments. Additionally any account not paid in full after 30 days will be assessed a finance charge of 8% annum.

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LIENS: (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THIS IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.