

Scanned

APPLICATION FOR APPEAL

RECEIVED
JAN 28 2011
CITY CLERK

Saint Paul City Clerk
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8560



The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number _____)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed

YOUR HEARING Date and Time:
Tuesday, <u>2-8-11</u>
Time <u>1:30</u>
Location of Hearing: <u>Room 330 City Hall/Courthouse</u>

walkin

Address Being Appealed:

Number & Street: 747 Edmund
~~1028 Arcade St~~ City: St Paul State: MN Zip: 55106

Appellant/Applicant: _____ Email _____

Phone Numbers: Business 651-774-1893 Residence _____ Cell 651-883-4544

Signature: [Signature] Date: 1-28-2011

Name of Owner (if other than Appellant): Mee Yang

Address (if not Appellant's): mailing 1028 Arcade

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 _____
- Fire C of O: Only Egress Windows _____
- Code Enforcement Correction Notice _____
- Vacant Building Registration _____
- Other _____
- Other _____
- Other _____



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

January 24, 2011

MEE YANG
1028 ARCADE ST
ST PAUL MN 55106-3204

FIRE INSPECTION CORRECTION NOTICE

RE: 747 EDMUND AVE
Ref. #107625
Residential Class: C

Dear Property Representative:

Your building was inspected on January 19, 2011 for the renewal of your Fire Certificate of Occupancy. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date. **A re-inspection will be made on March 2, 2011 at 1:00 pm.**

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 shall be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional re-inspection fees.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

DEFICIENCY LIST

1. Attic - MSFC 603.6.1 - Masonry Chimneys - Masonry chimneys that, upon inspection, are found to be without a flue liner and that have open mortar joints which will permit smoke or gases to be discharged into the building, or which are cracked as to be dangerous, shall be repaired or relined with a listed chimney liner system installed in accordance with the manufacturer's installation instructions.-Patch small hole in masonry chimney surrounding liner.
2. Basement - MFGC 404.12 - Provide leak tight caps or plugs on disconnected or unused gas lines.

3. Basement - MFGC 409.5 - Provide an approved gas shut off valve within 6 feet of the appliance in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989. - Repair shut-off valve which is stuck in the off position.
4. Basement - MSFC 605.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-9090.
5. Front Entry - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door in good condition.-Replace cracked pane of glass.
6. Garage - Door - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door in good condition.
7. Garage - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass.
8. Garage - MSFC 605.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-9090. - Repair unapproved exposed wiring throughout the garage as necessary. Replace exterior light fixture which has been removed or properly cap wiring.
9. Garage - MSFC 605.5 - Discontinue use of extension cords used in lieu of permanent wiring. - Garage door opener must be plugged directly into an approved receptacle.
10. Lower Unit - 1st Floor - Side Bedroom - SPLC 34.19 - Provide access to the inspector to all areas of the building. - Provide access to this bedroom which was locked at the time of previous inspection.
11. Lower Unit - Bathroom - SPLC 34.10 (5), 34.33 (4), 34.16 - Provide and maintain interior in a clean and sanitary condition.-Replace moldy/ mildewed caulking around tub.
12. Lower Unit - Kitchen - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the walls in an approved manner.-Patch the holes and/or cracks in the walls.
13. Throughout - House - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass.
14. Throughout - MSFC MSFC 1003.3.1.8 - The maximum number of locks on unit doors is two. Remove all locks in excess of two. - All locks must be mounted between 34 and 48 inches high. Remove upper chain locks and any locks in excess of two per door.
15. Throughout - SPLC 34.09 (3), 34.32 (3) - Provide or repair and maintain the window screen. - All operable windows require a screen, repair where damaged and replace where missing.
16. Upper Unit - Living Room - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work may require a permit(s). Call DSI at (651) 266-9090. - Repair non-working electrical receptacle.

17. Upper Unit - Middle and Rear Bedrooms - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. The minimum size must be 5 square feet of glazed area with a minimum of 24 inches of openable height and 20 inches of openable width. With a finished sill height not more than 48 inches. This work may require permit(s). Call DSI at (651)- 266-9090. Refer to the Escape Windows for Residential Occupancies handout for more information.-Windows do not meet openable height requirement.
Existing double-hung windows have an openable area of 22 inches high by 24.5 inches wide and a glazed area of 24.5 inches wide by 58.5 inches high, 9.95 square feet.
Provide approved egress windows or modify windows to allow for an openable height of at least 24 inches high in one window per bedroom.
18. Upper Unit - MN State Statute 299F.50 Immediately provide and maintain an approved Carbon Monoxide Alarm in a location within ten (10) feet of each sleeping area. Installation shall be in accordance with manufacturers instructions.
19. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
20. SPLC 39.02(c) - Complete and sign the provided smoke detector affidavit and return it to this office.

For an explanation or information on some of the violations contained in this report, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

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: (651-266-8688) and must be filed within 10 days of the date of this order.

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

Reference Number 107625



M.E. RIMKUS HOME IMPROVEMENT INC.
MN REMODELER'S LICENSE #20247807
1049 ARCADE STREET
ST. PAUL, MN 55106
651-776-951

PAGE ___ OF ___

ADDENDUM TO SALES CONTRACT

Sold To: MEE YANG
Address: _____
City: _____
Original Sales Contract # _____

Addendum # _____
Date: _____
Phone: _____
State: _____ Zip: _____
Date: _____

Buyer agrees to purchase the following described goods and services which are to be furnished as part of the Contract referred to above, OR Buyer requests that Seller make the following changes in such contract, previously executed by the parties hereto, subject to all the terms and conditions contained therein, except as otherwise stated herein:

Paid in full for window
15,000.

Still own 1800 when
window are fixed.

Notice to the buyer:
▪ DO NOT Sign this addendum before reading it.
▪ You ARE entitled to an exact copy of the addendum you sign, completely signed.
▪ Each of the undersigned buyer(s) acknowledge(s) that such buyer received at the time of the execution of this addendum an exact copy hereof completely filled in.

Michael Rimkus

M.E. Rimkus
Authorized Representative

Signed: [Signature] 2-3-01

Buyer Date

Signed: _____
Co-Buyer Date

RIMKUS RIMKUS

M.E. RIMKUS HOME IMPROVEMENT INC.
1049 ARCADE STREET
ST. PAUL, MN 55017
651-776-9515

MN BUILDING REMODELER'S LICENSE # 20247807

Customer Name: Mee YANG

Address: 1028 Arcade St St Paul

State: MN ZIP: 55106 Phone: Residence: 651-774-1893

Other Phone #1: _____ Other Phone #2: _____

I/WE, the owners of the premises described below, hereinafter referred to as "Purchaser" offer to contract with M.E. Rimkus Home Improvement Inc., hereinafter referred to "Contractor," to furnish, to deliver and arrange for installation of all materials necessary to improve the premises located at:

Address: SIAM?

State: _____ ZIP: _____

ACCORDING TO THE FOLLOWING SPECIFICATIONS:

Rimkus Home Improvements to provide and install: Remove 43 windows

- ① 3 31" x 46" sliders
- ② 5 sliders
- ③ close in 2 windows
- ④ 2 picture windows
- ⑤ 20 Double Hungs

WORK NOT TO BE DONE: _____

The CASH PRICE for all Labor and material
(Including any applicable discounts) is: \$ 15,000.00
with a cash Down Payment of: \$ 7500.00
leaving a Balance of: \$ 7500.00

Any surplus material remaining after completion of this job shall remain the property of the Contractor. No credit due on returns. There shall be no liability for delays in, or failure to complete delivery or installation of all of any of the herein mentioned merchandise, if due to any cause including but not limited to fire, strikes, government regulations, labor or materials shortages and weather conditions. Verbal understandings and agreements with representatives are not binding. All understandings and agreements must be set forth in writing.

Installation: It is understood that Contractor may not install said materials but that by your signature you authorize Contractor to arrange for the performance of the installation by a qualified installer. You also authorize Contractor (1) to issue an installation work order with the specifications shown herein and (2) to pay the installer upon your execution of a completion certificate that the installation has been satisfactorily completed. You agree to pay the Contractor the amount specified herein, which will cover the prices of said materials and installation charge.

In Witness Whereof Purchaser(s) have hereunto signed their names this
DAY: 15 MONTH: 12 YEAR: 00
and acknowledges receipt of a true copy of this contract.

Purchaser understands and agrees that if this contract is cancelled after the rescission period, the Purchaser shall pay the Contractor 25% of the total of the contract and all its change orders as damages for the breach of this contract. In the event of payment default, Purchaser agrees to pay reasonable attorney's fees and costs incurred, whether or not court proceedings are instigated, in addition to other sums to pay the Contractor for the reasonable costs of enforcement or collection, and/or if in the event it is necessary to institute legal proceedings. Purchaser understands and agrees that if this contract is cancelled and materials have already been ordered, there will be a restocking charge added to the cancellation fee. Purchaser understands and agrees that if the Purchaser changes color, brand, etc., after the original material has been purchased, a restocking charge will be added to the total contract price.

THE FOLLOWING MESSAGE APPLIES TO DOOR-TO-DOOR SALES ONLY: YOU THE PURCHASER(S) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. (PLEASE NOTE: SATURDAY IS A BUSINESS DAY)

SUBMITTED BY: Michael Rimkus SIGNED: [Signature] DATE: 12-15-00
Representative
ACCEPTED BY: _____ SIGNED: [Signature] DATE: _____
Authorized signature

In the event this offer to contract is not accepted by Contractor, any payment made hereunder shall be refunded to the Purchaser(s) and this proposal shall be null and void and of no effect. Contractor is not responsible for existing structural defects, dry rot or code violations, no repairing, plastering, carentry or decorating is included unless specifically charged for in writing herein.

STANDARD SPECIFICATIONS FOR WINDOWS AND SLIDING DOORS

Sold To: _____
Address: _____
City: _____
Original Sales Contract # _____

Date: _____
Phone: _____
State: _____ Zip: _____
Date: _____

Buyer agrees to purchase the following described goods and services which are to be furnished as part of the Contract referred to above. M.E. Rimkus Home Improvement Inc. will provide and install only specified goods and services marked by "X" in boxes as described in writing.

Ultra Max Vinyl Replacement Windows include double strength 7/8" insulated glass fusion welded sash and main frame, foam-filled extrusions, triple barrier weather stripping at sash points and fiberglass screen. Also includes Manufacturer's Limited Lifetime Warranty. Window will be custom-made for installation into existing window jamb. All job-related debris will be cleaned-up and removed.

Window Specifications

Quantity	Style	Inside Color	Outside Color	Location	Low Argon Gas	Full Screen	Half Screen	Other Options
(25)	DH	W	W	Downstairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(26)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(27)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(28)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(29)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(30)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(31)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(32)	Sliding	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Installation Specifications

<input type="checkbox"/> Wrap exterior brickmold with aluminum	Quantity	Color
<input type="checkbox"/> Remove mullion between existing windows	Location	
<input type="checkbox"/> Replace rotted sill	Location	
<input type="checkbox"/> Patch rotted brickmold	Location	
<input type="checkbox"/> Install sliding glass door with new wood casing		
<input type="checkbox"/> Install bay window with new wood casing		
<input type="checkbox"/> Build roof over bay unit	Shingle Color	
<input type="checkbox"/> Install new casing		
<input type="checkbox"/> Insulate existing weight cavities		
<input type="checkbox"/> Install new header over opening		

Additional Specifications: _____

- NOTE:
- ☞ not responsible for re-installing blinds or draperies
 - ☞ Vinyl replacement widows are installed into existing window frames. This reduces the glass area of the window due to additional one inch vinyl window frame.
 - ☞ Not responsible for painting or staining of wood trim after installation.

Notice to the buyer:

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- You ARE entitled to an exact copy of the addendum you sign, completely signed.
- Each of the undersigned buyer(s) acknowledge(s) that such buyer received at the time of the execution of this addendum an exact copy hereof completely filled in.

M.E. Rimkus _____ Date _____ Signed: _____
Authorized Representative _____ Buyer _____ Date _____
Signed: _____ Co-Buyer _____ Date _____

STANDARD SPECIFICATIONS FOR WINDOWS AND SLIDING DOORS

Sold To: _____
Address: _____
City: _____
Original Sales Contract # _____

Date: _____
Phone: _____
State: _____ Zip: _____
Date: _____

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Ultra Max Vinyl Replacement Windows include double strength 7/8" insulated glass fusion welded sash and main frame, foam-filled extrusions, triple barrier weather stripping at sash points and fiberglass screen. Also includes Manufacturer's Limited Lifetime Warranty. Window will be custom-made for installation into existing window jamb. All job-related debris will be cleaned-up and removed.

Window Specifications

Quantity	Style	Inside Color	Outside Color	Location	Low Argon Gas	Full Screen	Half Screen	Other Options
(14)	Slider	W	W	Upstairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(15)	Close-in			No-reside	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(16)	Close-in			No-reside	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(17)	Slider	W	W	Downstairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(18)	Slider	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(19)	Slider	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(20)	Slider	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(21)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(22)	Picture	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(23)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(24)	DH	W	W		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Installation Specifications

<input type="checkbox"/> Wrap exterior brickmold with aluminum	Quantity	Color
<input type="checkbox"/> Remove mullion between existing windows	Location	
<input type="checkbox"/> Replace rotted sill	Location	
<input type="checkbox"/> Patch rotted brickmold	Location	
<input type="checkbox"/> Install sliding glass door with new wood casing		
<input type="checkbox"/> Install bay window with new wood casing		
<input type="checkbox"/> Build roof over bay unit	Shingle Color	
<input type="checkbox"/> Install new casing		
<input type="checkbox"/> Insulate existing weight cavities		
<input type="checkbox"/> Install new header over opening		

Additional Specifications: _____

- NOTE:
- ☞ not responsible for re-installing blinds or draperies
 - ☞ Vinyl replacement windows are installed into existing window frames. This reduces the glass area of the window due to additional one inch vinyl window frame.
 - ☞ Not responsible for painting or staining of wood trim after installation.

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M.E. Rimkus
Authorized Representative

Date

Signed: _____

Buyer

Date

Signed: _____

Co-Buyer

Date

STANDARD SPECIFICATIONS FOR WINDOWS AND SLIDING DOORS

Sold To: Mec Yang
Address: _____
City: _____
Original Sales Contract # _____

Date: _____
Phone: _____
State: _____ Zip: _____
Date: _____

Buyer agrees to purchase the following described goods and services which are to be furnished as part of the Contract referred to above. M.E. Rimkus Home Improvement Inc. will provide and install only specified goods and services marked by "X" in boxes as described in writing.

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Window Specifications

Quantity	Style	Inside Color	Outside Color	Location	Low Argon Gas	Full Screen	Half Screen	Other Options
①	3 lite	w	w	upstairs ①	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
②	3 lite	w	w	②	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
③	Slide	w	w	③	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
④	3 lite	w	w	④	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑤	DH	w	w	⑤	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑥	DH	w	w	⑥	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑦	DH	w	w	⑦	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑧	DH	w	w	⑧	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑨	DH	w	w	⑨	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑩	DH	w	w	⑩	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑪	DH	w	w	⑪	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑫	DH	w	w	⑫	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
⑬	DH	w	w	⑬	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Installation Specifications

<input type="checkbox"/> Wrap exterior brickmold with aluminum	Quantity	Color
<input type="checkbox"/> Remove mullion between existing windows	Location	
<input type="checkbox"/> Replace rotted sill	Location	
<input type="checkbox"/> Patch rotted brickmold	Location	
<input type="checkbox"/> Install sliding glass door with new wood casing		
<input type="checkbox"/> Install bay window with new wood casing		
<input type="checkbox"/> Build roof over bay unit	Shingle Color	
<input type="checkbox"/> Install new casing		
<input type="checkbox"/> Insulate existing weight cavities		
<input type="checkbox"/> Install new header over opening		

Additional Specifications: _____

a upstairs windows are done for \$1,800

- NOTE:
- not responsible for re-installing blinds or draperies
 - Vinyl replacement windows are installed into existing window frames. This reduces the glass area of the window due to additional one inch vinyl window frame.
 - Not responsible for painting or staining of wood trim after installation.

Notice to the buyer:

- DO NOT Sign this addendum before reading it.
- You ARE entitled to an exact copy of the addendum you sign, completely signed.
- Each of the undersigned buyer(s) acknowledge(s) that such buyer received at the time of the execution of this addendum an exact copy hereof completely filled in.

M.E. Rimkus
Authorized Representative

Date

Signed: _____

Buyer

Date

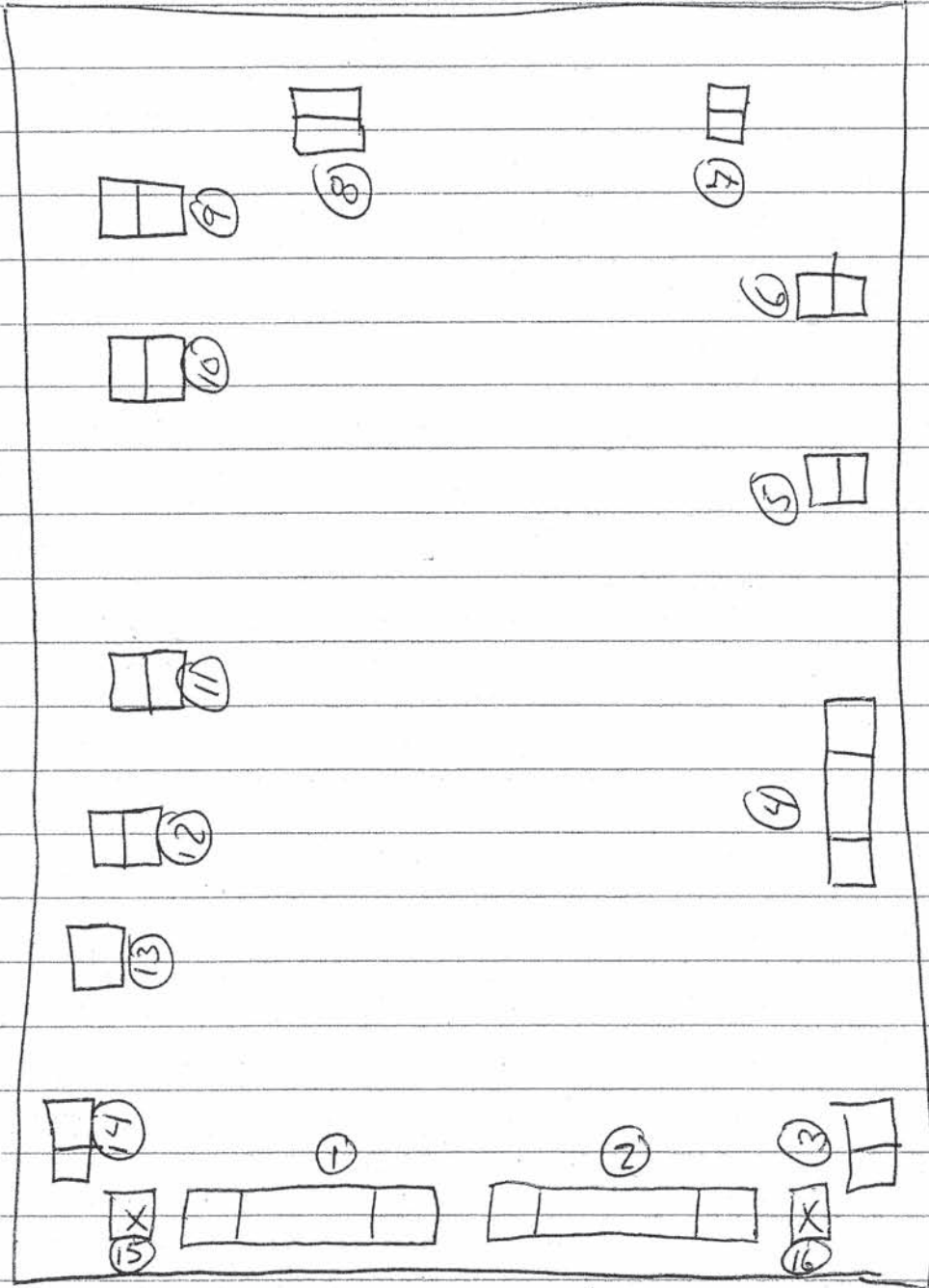
Signed: _____

Co-Buyer

Date

651- 263-6496 Michael

Upstairs



776-9515

saturdag. 3:pu

Downsta: 25

16 windows

