



# 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

JUL 03 2014

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 7944)
  - 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, 7-22-14

Time 11:30 AM

Location of Hearing:

Room 330 City Hall/Courthouse

## Address Being Appealed:

Number & Street: 661 ASHLAND AVE City: ST. PAUL State: MN Zip: 55104

Appellant/Applicant: KENNETH D. FERKUS Email KEN@1igprint.com

Phone Numbers: Business 651-683-1125 Residence 651-797-3681 Cell N/A

Signature: [Handwritten Signature] Date: 7/3/14

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
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

NEED MORE TIME TO ASSURE PROJECT COMPLETION - SEE ATTACHED LETTER.

THANK YOU

[Handwritten Signature]

Dear City,

I am entering an appeal of my revocation notice for my property located at 661 Ashland Avenue. I am appealing for an extension of the 30 days to comply or vacate.

Here is the reason for my need for an extension with a little history of my particular situation:

- I own a rental property that has some deficiencies that need correcting before the City can issue me a Certificate of Occupancy.
- I have completed all of the Safety deficiencies.
- I have two cosmetic deficiencies that need completion. Repair or replace damaged asphalt shingle siding on exterior of buildings (House and Garage). Maintain all painted surfaces free of peeling paint.
- In August of 2103, I was granted an extension from the City to June 30, 2014 to complete the last two deficiencies. The extension was granted, in part based on an estimate I had received to reside the house and garage for a very attractive price, \$12,000.
- In May of 2014, I started talking to the contractor about the project, when he would be starting, and re-iterating the "scope" of the project. The scope of the project had been discussed prior to the first estimate, but apparently had something had gotten lost in translation.
- After finding out that he needed to remove 2 layers of siding, deal with lead paint issues, and that all the windows would need to be re-wrapped with aluminum, the new estimate came back at \$36,000. We negotiated a bit, but I was only able to get the estimate down to \$30,000.
- I had to exhaust all of my resources to come up with the \$12,000. \$30,000 is not an amount of money that I can just come up with at the drop of a hat.
- Now, we are sitting at the beginning of June, without any body to finish my project by June 30.
- I started looking into Plan B, repairing and replacing damaged siding, and then painting the exterior of the house and garage.
- I tried my regular painter. He was booked out until the end of August or beginning of September.
- I tried 2 other painters that I knew, same issue - booked out through August.
- I had not choice but to try the national painter, CertaPro.
- I have made a down payment of \$900 and secured my position on their schedule. They are scheduled to start working the week of July 14. They have assured me that they can complete the project before July 30 (the deadline for the revocation notice.)
- I am appealing to the City for more time as a precautionary measure based on the weather we have been experiencing the last few months. I am not comfortable with just hoping everything will go OK, and work out before the deadline. My current luck tells me otherwise.

So, that is the timeline of what has transpired in my situation.

I have enclosed the CertaPro Estimate, the CertaPro Statement showing my \$900 downpayment, and an email I had sent to Certapro asking them to confirm that they could complete the project by July 30.

That should do it. If you can grant me an extension of time, I'm sure the project can be completed.

Thank you,

Ken Firkus  
661 Ashland Avenue



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](http://www.stpaul.gov/dsi)

June 30, 2014

KENNETH FIRKUS  
ALLICIA FIRKUS  
392 COLLEEN DR  
VADNAIS HGTS MN 55127-7085

### **Revocation of Fire Certificate of Occupancy and Order to Vacate**

RE: 661 ASHLAND AVE  
Ref. # 109929

Dear Property Representative:

Your building was inspected on June 30, 2014, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 40.06 of the Saint Paul Legislative Code.

**A reinspection will be made on July 30, 2014 at 10:30 AM or the property vacated.**

The Saint Paul Legislative Code further provides that no building shall be occupied without a Certificate of Occupancy. Failure to immediately complete the following deficiency list or the building vacated may result in a criminal citation.

#### DEFICIENCY LIST

1. Exterior - Garage - SPLC 34.08(5), 34.32(3) - All accessory structures including, but not limited to, detached garages, sheds and fences shall be maintained structurally sound and in good repair. Provide and maintain exterior unprotected surfaces painted or protected from the elements.
2. Exterior - Throughout - SPLC 34.09 (1) b,c, 34.33 (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. - Repair or replace deteriorated siding.

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: [jeremy.hall@ci.stpaul.mn.us](mailto:jeremy.hall@ci.stpaul.mn.us) or call me at 651-266-8987 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Jeremy Hall  
Fire Inspector

Ref. # 109929

ESTIMATE

 <p><b>CertaPro Painters</b> EXTERIOR PROPOSAL</p>	<p>Independent Franchise Owner: John Schwartz 855 Village Center Dr. #308 St. Paul, MN 55127 612-803-2248 Fax : 651-344-0477 jschwartz@certapro.com 1- 800-462-3782</p>	<p>Job #: JSA7E45122 Date: 06/26/2014</p> <p>Customer Address: Ken Firkus July 14th TENZIN 661 Ashland Ave St. Paul MN 55104 Phone: (651) 797-3681 Cell: (612) 401-7797 Email: ken@1IGprint.com</p>
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Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance

**SPECIAL NOTES:**

The garage will be all white. House will be taupe body and white trim, accents. Asphalt shingle siding will suck up a tremendous amount of paint.

Included Items:

Siding, Painted Wood, Interior and Exterior of Rear Porch/Decks, All Painted Garage Surfaces

Excluded Items:

Maintenance Free Windows, Soffits/Fascia, Dormers, Wrapper Trim, All Else

**PREPARATION:**

<b>Washing:</b>	Power wash areas to be painted as necessary to remove dirt and mildew. This is recommended to prevent problems with intercoat adhesion. The goal is not to remove the paint; however, it is likely that some paint chips may be knocked off of the house during the course of a typical power wash. Immediately upon completion of the power washing, we may not be able to clean up all of the paint chips as they will be too wet. The paint chips will be cleaned once we are on the job site to do the painting .
<b>Caulking:</b>	Caulk previously caulked gaps and cracks on areas where old caulk is missing, cracked or loose. Unless otherwise stated, we will only be caulking areas where we are fully painting the surrounding boards. PLEASE NOTE: Many builders leave areas uncaulked as a way to allow the home to breathe; these are called expansion joints. This also applies to butt joints, the area where siding boards butt up against each other. We will not caulk expansion joints or butt joints unless it is written into the contract .
<b>Scraping:</b>	Thoroughly scrape loose and peeling paint to ensure a firm base for the new paint. Customer must understand that there may be a slight unevenness in areas where there are multiple layers of paint versus areas of bare wood.
<b>Carpentry</b>	Carpentry work is excluded (unless otherwise stated) but can be added on a time and materials basis. Our carpentry rate is \$55 per man hour plus materials.

PRIMING	Surface Type/Area	Primer	Purpose
Wood	Spot prime where bare	Wood Specific Primer	To seal substrate so as to allow proper finish coat "bite" for best intercoat adhesion.

**INCLUDED DETAILS**

Description	Manufacturer/Paint Type	Color	Coats
Garage and House	Sherwin Williams/Flat/A-100	TBD	Two
Repaint All Interior Walls	Sherwin Williams/Flat/Latex	TBD	Coverage
Carpentry on T&M @ \$55 man/hr*ESTIMATE*	--Not Applicable--	N.A	N.A

**OPTIONAL DETAILS**

Description	Manufacturer/Paint Type	Color	Coats
Paint Upgrade to SW Super Paint	Sherwin Williams/Flat/Super Paint	Taupe	Two

**Notes/Misc**

**CUSTOMER SERVICE COMMITMENT**

The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

**WARRANTY ON ALL WORK**

We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details. **\*\*\*THIS WARRANTY DOES NOT INCLUDE DECKS OR OTHER HORIZONTAL SURFACES OR EXTERIOR VARNISHES.\*\*\***

**FINANCING AVAILABLE 6 MONTHS NO INTEREST NO PAYMENTS with CertaPro EZpay. MUST BE APPROVED PRIOR TO STARTING THE PROJECT, NO EXCEPTIONS. Any add-ons must be paid for by check or credit card.**

**COLOR**

Need help with color selection? Here are some options:

1. Go to the Sherwin Williams Color Visualiser [http://sherlink.sherwin.com/swapp/color\\_visualizer/index.jsp](http://sherlink.sherwin.com/swapp/color_visualizer/index.jsp). This web site allows you to experiment with different colors and faux techniques in a variety of settings.
2. Go to CertaPro Color Advice at [www.certapro.com](http://www.certapro.com) - Click on the "color" button
3. Color Swatches available from any paint company, such as Sherwin Williams, Hirschfelds, Benjamin Moore, Behr, etc.
4. CertaPro Color consultant - if you need interior design color advice, Certapro can supply this service at \$60 per hour.

**COLOR MATCHING**

In order to match an existing color we must have one of two things :

- 1) A tangible sample to match from. (Old gallon of paint, or a color swatch from another paint company)
- 2) A match "by eye" from the customer by holding up color swatches to the surface to be matched.

If you are choosing to have a color matched from an existing sample, we cannot ensure 100% accuracy. Color Matching though accurate is not an exact science, and human/mechanical error does come into play. If additional coatings are necessary to ensure your satisfaction, a charge for the additional paint and labor may be applied to your final bill.

**ROTTING WOOD**

If rotted wood is identified during the painting project, the customer will be notified. It is not always possible to identify rotting wood during the estimating process.

**LANDSCAPING:** We exercise caution around plants and shrubs to avoid trampling and excessive drips ; however, we cannot be responsible for incidental damage to landscaping that occurs in the normal course of performing our work .

**POWERWASHING:** Powerwashing as preparation for painting is a preparation step that we do to remove dirt and debris . We water down the plants around the home and under low pressure wet down the building with a mixture of water and cleaner . Afterwards we wash off the cleaner under high pressure. This will not always result in a uniform cleanliness, but will make the house ready for painting. If we are powerwashing a home that is not being painted, we powerwash much more aggressively and therefore spend more time. Cedar is a soft wood that can not always be aggressively cleaned. We recommend not to powerwash old Aluminum siding without painting it, as the chalked paint would be removed with the powerwash . Certain types of molds, such as target mold (little black dots) cannot be powerwashed off. Sanding will remove it temporarily, but more than likely it will come back very quickly. Removing mildew off of siding aggressively can also result in a stained look where the siding is a slightly different color in the areas where we cleaned.

**CARPENTRY:** Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro can begin the painting work.

**EXCLUDED FROM THIS ESTIMATE:** On very rare occasions, there are necessary repairs that are not included in the estimate. These are usually items not visible during the proposal proposal process... Examples include damage hidden behind vegetation, high work where we cannot identify the quality of the structure (ie. Second and third story damages unseen from the ground by the estimator), and carpentry work where rotted or damaged wood is identified behind wood being replaced ). If our crew on site identifies these issues, they will notify you immediately and not make any repairs prior to a signed change order.

**OTHER SERVICES WE PROVIDE**

We are a full service painting and wallpaper removal company that can help you make your home yours. Other interior services we provide include decorative and faux finishes, wall paper removal, minor moulding and trim installation, drywall repair, drywall texturing, staining, and of course painting.

Exterior services include powerwashing, minor wood repairs, deck sealing and staining, siding sealing and staining and of course, painting.

\*\*\*\*\*

\* We are a referral based business. During our relationship, we expect to earn your trust and endorsement by providing you with a 5 out of 5 experience. \*

\* When you experience us meeting your expectations, we would greatly appreciate referrals to family, friends and neighbors who may be in need of our \*

\* services. \*

\* Thank you for your consideration and your referrals! \*

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DISCOUNT: Deduct 10% for all interior painting performed between November 1st and March 31st.  
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CLARIFICATION OF PRICING BELOW:

1. Price on the top line is for the base proposal and does not include optional line items or optional coats .
2. Pricing on individual line items are only included in the total if the box under "Included" says "Yes".
3. The box at the bottom for ADDITIONAL COAT refers to the pricing of optional 2nd coats, designated above with "Opt"

**FINAL PRICING**

PRICE OF INCLUDED ITEMS (All labor, paint, materials)		\$6434.34
Repaint All Interior Walls		\$1248.34
Carpentry on T&M @ \$55 man/hr*ESTIMATE*		\$770.00
Paint Upgrade to SW Super Paint	(Not incl. in Total Price)	\$583.34
SALES TAX ( @ 0%)		\$0.00
GRAND TOTAL		\$8452.68
DEPOSITS DUE		-\$0.00
PAYMENTS RECEIVED		-\$0.00
<b>BALANCE DUE</b>		<b>\$8452.68</b>

Signature of Authorized Franchise Representative: \_\_\_\_\_ Date: \_\_\_\_\_

CertaPro EZpay: 6 Months No interest, No Payments, 6 months same-as-cash to qualified customers\*. Simple application process over the phone.

\*Loans provided by EnerBank USA (1245 E. Brickyard Rd., Suite 640, Salt Lake City, UT 84106) on approved credit, for a limited time. Repayment terms vary from 18 to 126 months. 16.64% fixed APR subject to change. Interest waived if repaid in 180 days.

**NOTES**

For us to schedule your work, we require a signed contract and a 10% deposit for any jobs over \$1,000.00.

Any changes from the scope of work defined below will require written change orders signed by both parties, in the form of a standard CertaPro Painters Change Order.

Any payment overdue more than thirty days will be charged interest at the ratio of 1 1/2% per month.

A mechanic's lien will be filed if any payment is overdue by more than 30 days.

Payment is accepted in the form of cash, check, EZ Pay, Visa, Discover or Mastercard (Jobs over \$1000.00 only for credit card transactions)

**DECLARATION**

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

SIGNATURE	DATE	SIGNATURE	DATE
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*Down Payment*

CertaPro Painters of Minnesota

# CertaPro Painters®

Statement

Date	Statement No.
07/02/2014	1058



To  
 Ken Firkus  
 661 Ashland Avenue  
 St Paul, MN 55104 US

CertaPro Painters of Minnesota  
 855 Village Center Drive 308  
 North Oaks, MN 55127  
 (612)803-2248

Amount Due	Enclosed
\$ -900.00	

Please detach top portion and return with your payment.

Date	Activity	Amount	Balance
06/01/2014	Balance Forward		0.00
07/01/2014	Payment: Deposit on 7/2 for 900.00	-900.00	-900.00

Amount Due
\$ -900.00

Thank you for your business.



*EMMSE*

Ken,

Christine here in the office, I gave you a call back yesterday to address your questions as Jake was working until about 9pm and has another full day today. I also tried you at the office and left a message with a nice woman there but thought I would just respond to your email.

Find the answers to your questions below, feel free to call me at 612-803-2248 for more clarification.

1. Yes we should be able to get it done by July 30th unless for some reason it rained for a couple of weeks straight. I cannot guarantee because it is all based on the weather but at this point we would have you on the schedule for the week of July 14th and that should be plenty of time to get it done, even if we do see a little rain.

2. The process for using our EZ Pay financing is quite simple and there is no paper application.

First call CertaPro EZPay at 866-683-0883 and choose option 1 to apply.

Our contractor ID number is 370, Schwartz Group, John Schwartz and the promo code you will need is CE 562 (180 day same as cash.)

The rest of the conversation you should have the information for (everything in the proposal) which I have also attached.

Assuming things go well, you are approved and we will be notified with an approval number. We take care of the paper work, and there is a payment authorization form emailed to you in which you e-sign when the job is complete.

3. I will have him make the updates to the bid and get that over to you as soon as I can.

4. We either need the approval number for EZpay for 10% down to hold your spot on the schedule as well as a signed copy of the proposal with any options that you would like circled as well.

Again, call if you have any more questions. Thanks! Christine

612-803-2248

From: Ken Firkus <kfirkus@firstimpressiongroup.com>  
To: John Schwartz <jschwartz@certapro.com>,  
Date: 06/26/2014 11:01 AM  
Subject: Re: revised est for 661 Ashland

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Hi Jake,

I would like to talk to you a bit about my project. Can you call me when you get a chance?

Items to discuss:

1. Can you still accomplish project by July 30?
2. Interested in more information about your 6 mos interest free financing.
3. Need Revised quote to include painting All walls and closets on 1st floor interior.
4. What do I need to do to say Yes and get my project on your schedule?

Thanks  
Ken Firkus

Work: 651-683-1125 ask for Ken - I'm here until 5pm today.

On Jun 24, 2014, at 3:00 PM, John Schwartz wrote:

Ken,

I appreciate the clarification.

As originally estimated we were sitting at 584.34 for 2 bedrooms and all closets plus roughly 225 in touch ups for a total right around \$800.

If we were to paint all the wall in the first floor we would be 584.34 for beds and closets. To that we would add kitchen, living/dining, front room and bathroom. Correct? If so and if we can get one coat coverage we would likely be around \$600 dollars additional for a total around \$1200.

In short, assuming I am correctly remembering the rooms and layout, roughly \$400 dollars more for a full coat vs touching up.

Let me know if I was able to answer your question and if you have any others. Thank you!

<mime-attachment.jpeg>

From: Ken Firkus <[kfirkus@firstimpressiongroup.com](mailto:kfirkus@firstimpressiongroup.com)>  
To: [jschwartz@certapro.com](mailto:jschwartz@certapro.com),  
Date: 06/23/2014 03:51 PM  
Subject: revised est for 661 Ashland

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Hi Jake,

I just read over my reply to your first email, and realized that I may have worded my new quote request oddly.

What I meant to say was:

I got your email for the exterior and interior quote. In regards to the interior, how much more would it be to paint ALL the walls on the first floor.

I just thought I should clarify.

Thanks,  
KEN

This email has been scanned by the Secure Email Security System on behalf of [Netrix IT](#). If this email is SPAM please report it by clicking [Submit Spam](#)

Click [here](#) to report this email as spam.

This email has been scanned by the Secure Email Security System on behalf of [Netrix IT](#). If this email is SPAM please report it by clicking [Submit](#)