

ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** James Hoye / Hoyeboy Automotive **FILE #** 15-024-667
2. **APPLICANT:** Hoyeboy Automotive **HEARING DATE:** April 30, 2015
3. **TYPE OF APPLICATION:** Conditional Use Permit
4. **LOCATION:** 550 Como Ave, SW corner at Burgess Street
5. **PIN & LEGAL DESCRIPTION:** 252923320144, Foundry Addition Lots 6,7 & Lot 8 Blk 6
6. **PLANNING DISTRICT:** 6 **PRESENT ZONING:** B3
7. **ZONING CODE REFERENCE:** §65.706; §61.501; §61.502
8. **STAFF REPORT DATE:** April 22, 2015 **BY:** Josh Williams
9. **DATE RECEIVED:** April 8, 2015 **60-DAY DEADLINE FOR ACTION:** June 7, 2015
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- A. **PURPOSE:** Conditional use permit for an auto repair facility
B. **PARCEL SIZE:** 16,664 sq. ft. (approx. 0.38 acres)
C. **EXISTING LAND USE:** Auto sales business, service business with workshop
D. **SURROUNDING LAND USE:**
North: Residential/Industrial
East: Residential/Commercial
South: Residential/Industrial
West: Residential/Commercial
E. **ZONING CODE CITATION:** §65.706 lists standards and conditions for auto repair stations; §61.501 lists general conditions that must be met by all conditional uses; §61.502 authorizes the planning commission to modify any or all special conditions after making specified findings.
F. **HISTORY/DISCUSSION:** The subject property was recently rezoned from IT transitional industrial to B3 general business. The new zoning went into effect on April 29, 2015. On January 16, 2015 the Planning Commission approved a conditional use permit for used auto sales at the subject property (Zoning File number 14-345-787). Since the time of issue, violations of the terms of the conditional use permit have been documented on two separate occasions.
G. **DISTRICT COUNCIL RECOMMENDATION:** The District 6 Council has recommend approval.
H. **FINDINGS:**
 1. The applicant is seeking a conditional use permit for establishment of an auto repair station at the subject property. The proposed business would be located in the existing building along with two existing businesses, a used auto sales establishment and a workshop for an industrial blower service business. The applicant is seeking to purchase the lot, building, and industrial blower service business.
 2. The industrial blower service workshop is a permitted use in the B3 zone, and predates the used auto sales business. The Planning Commission approved a conditional use permit for the use auto sales business on January 16, 2015 (Planning Commission Resolution 15-02, Zoning File number 14-345-787). The Department of Safety and Inspections (DSI) cited the operator of Fleetwood Motors, the auto sales business, for violations (too many vehicles on site) of conditions of the conditional use permit and auto the auto sales license (issued by DSI) on March 23, 2015 and again on April 23, 2015. Fleetwood Motors leases space from the current owner of the subject property.
 3. The applicant operated a licensed automotive repair shop at 985 Randolph from May 2010 to approximately October 2014. City of Saint Paul records show no complaints or license violations during this period.
 4. §65.705 lists standards and conditions which auto repair stations must meet:
 - (a) *The minimum lot area shall be fifteen thousand (15,000) square feet.*
This condition is met. Both auto sales and auto repair require a minimum 15,000 square foot lot. The lot is 16,664 square feet.

- (b) *A ten-foot landscaped buffer with screen planting and an obscuring fence shall be required along any property line adjoining an existing residence or adjoining land zoned residential.*

This condition can be met. The existing building and an existing fence screen the use from residential properties south of the subject property. The schematic site plan submitted by the applicant shows a 10-foot strip running the length of the western property line, between the proposed new parking area and the adjacent residential property. An approximately 6-foot high wooden privacy fence, constructed by the residential property owner, exists along a portion of the property line. The portion of the subject property adjoining this area is vegetated, including tall grasses and several small trees. Installation of a new, 6-foot high obscuring fence extending from the northern terminus of the existing wooden privacy fence to the property line at the back of the public sidewalk on Burgess Street, should be a condition of approval. Planting of a 10-foot landscaped buffer adjacent to the fence should be a condition of approval. Approval of a site plan substantially similar to the schematic plan submitted with the application and the conditions described herein should be a condition of approval.

- (c) *All repair work shall be done within an enclosed building.*

This condition can be met. The existing building has two garage spaces which the applicant proposes to convert into a single service bay each. The location of the service bays should be shown on the approved site plan and should be substantially similar to the location shown on the schematic plan submitted with the application. Restriction of all repair work to the within the building should be a condition of approval.

- (d) *There shall be no outside storage.*

This condition can be met. The applicant has been informed of and agreed to the prohibition of outdoor storage, and specific restrictions on outdoor storage, storage of parts, materials, and vehicles should be conditions of approval.

- (e) *In the IT transitional industrial district this use shall be limited to parcels within one-quarter (1/4) mile of University Avenue, and all vehicles awaiting repair or pickup shall be stored on the site within enclosed buildings or defined parking spaces in compliance with section 63.301.*

This condition does not apply.

5. §61.501 lists five standards that all conditional uses must satisfy:

- (a) *The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved by the city council.*

This condition is met. The Future Land Use map of the comprehensive plan identifies the stretch of Como Avenue on which the property is located as a Mixed-Use Corridor. Policy LU1.46 is to *encourage the expansion of compact commercial areas in... Mixed-Use Corridors*. Policy LU1.48 is to *support compatible mixed-use within single buildings*. The conditional use permit will allow both the existing business and a new business to operate from the subject property, consistent with both of these policies.

- (b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.*

This condition can be met. The applicant has supplied a schematic site plan that shows additional employee and customer parking on the site and would allow adequate maneuvering space for vehicles within the site. Approval of a site plan substantially similar to the schematic site plan submitted by the applicant should be a condition of approval.

- (c) *The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.*

This condition can be met. The proposed use is generally consistent with the existing character of development in the area, which is a mix of residential, commercial, and

industrial. It will not endanger the public health, safety, or general welfare, provided that limits are placed on the number of vehicles on the site at any given time and that these limits are not exceeded by either the existing auto sales business or the proposed auto service business.

The conditional use permit for auto sales issued by the Planning Commission for Fleetwood Motors (Zoning File number 14-344764) limits the total number of autos for sale at any one time to eight (8). The combined off-street parking requirement of the two existing business (auto sales, industrial component service workshop) and the proposed auto service establishment is seven (7) spaces. The applicant is proposing a total of eight (8) additional off-street parking spaces on the site, including one ADA space. A limit on the total vehicles allowed on the site at any time should be a condition of approval. A maximum of eighteen (18) vehicles should be allowed on the site at any one time, arranged as follows: up to eight (8) vehicles for sale in the approved auto sales spaces, up to eight (8) vehicles in the customer and employee parking spaces, and up to two (2) vehicles within the building, one (1) in each service bay. A minimum of four (4) spaces should be reserved for employee and customer parking at all times. Vehicles for sale should be displayed only in the eight (8) spaces designated for sales on the approved site plan on file for Fleetwood Motors and on an approved site plan for Hoyebuy Automotive, to be approved as a condition of approval and to be substantially similar to the schematic site plan submitted by the applicant.

To ensure that the use is not detrimental to the existing character of development in the immediate neighborhood, operations on the site should also, as conditions of approval, be limited in regard where vehicle repairs may take place, the type of repairs allowed, and the storage of parts and materials. Auto body repair, auto painting, and vehicle salvage or storing of vehicles for the purpose of salvaging parts should be expressly prohibited.

- (d) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

This condition can be met. The zoning of the surrounding area is primarily industrial and traditional neighborhood, with a small area of multifamily residential zoning on Burgess Street to the west. To ensure compatibility with potential adjacent and more intense residential development allowed under zoning, and limit impact on surrounding uses, as conditions of approval, operations on the site should be limited in regard to the number of vehicles serviced, where vehicle repairs may take place, the type of repairs allowed, and the storage of parts and materials. Auto body repair, auto painting, and vehicle salvage or storing of vehicles for the purpose of salvaging parts should be expressly prohibited.

- (e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition can be met. A condition of approval should be a requirement that storage of vehicle fluids, batteries, etc. be in accordance with Ramsey County hazardous waste regulations and that the applicant obtain and maintain in good standing an auto repair license from the City of Saint Paul and comply with all federal, state, and local laws.

- I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the application of Hoyebuy Automotive at 550 Como Avenue for a conditional use permit for an auto repair facility, subject to the following additional condition(s):
1. A final site plan shall be approved by the Zoning Administrator for this use prior to the operation of the use on the site, and the plan shall be substantially similar to the plan submitted and reviewed as part of this application.
 2. A maximum of eighteen (18) vehicles shall be allowed on the site at any one time, arranged as follows: up to eight (8) vehicles for sale in the approved auto sales spaces, up to eight (8) vehicles in the customer and employee parking spaces, and up to two (2) vehicles within the building, one (1) in each service bay. A minimum of four (4) spaces should be reserved for employee and customer parking at all times. Vehicles for sale shall be displayed only in the eight (8) spaces

designated for sales on the approved site plan on file for Fleetwood Motors and on an approved site plan for Hoyeboy Automotive.

3. Installation of new paved parking areas and striping of all parking and auto sales areas consistent with the final site plan shall be completed prior to the operation of this use on the site.
4. Installation of a new, 6-foot high obscuring fence, running from the existing public sidewalk on Burgess Street to the northern terminus of the existing wooden privacy fence along the western property line of the site. The owner of the property of 550 Como shall be responsible for maintenance and replacement as needed of both the existing and required new obscuring/privacy fence sections as long as the use continues. The new fence shall be installed by October 30, 2015.
5. A 10-foot buffer of screening vegetation shall be planted along the entire western edge of the site by October 30, 2015.
6. There shall be no exterior storage of vehicle parts, tires, oil or any other similar materials associated with the business. Trash will be stored in a covered dumpster. Storage of vehicle fluids, batteries, etc. shall be in accordance with the Ramsey County hazardous waste regulations.
7. At no time shall customer and/or employee vehicles be parked in the driveway, alley, sidewalk, or public right of way. This includes vehicles which have been repaired and are awaiting pick-up, and/or are awaiting repair.
8. The storage of vehicles for the purpose of salvaging parts is expressly forbidden. All vehicles parked outdoors must appear to be completely assembled with no major body parts missing. Vehicle salvage is not permitted.
9. No auto repair of vehicles may occur on the exterior of the lot or in the public right-of-way. All repair work must occur within an enclosed building.
10. Auto body repair and/or auto body spray painting is not permitted.
11. Customer vehicles may not be parked longer than ten (10) days on the premises. It shall be the responsibility of the licensee to ensure that any vehicle not claimed by its owner is removed from the lot as permitted by law.
12. The site shall include striping for all designated parking and vehicle sales areas, and shall provide maneuvering space on the property to allow vehicles entering and exiting the site to proceed forward. Backing from the street or on to the street is prohibited.
13. Operator shall comply with all federal, state, and local laws.

CONDITIONAL USE PERMIT APPLICATION

Department of Planning and Economic Development

Zoning Section
1400 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1634
(651) 266-6589

Zoning office use only

File # 15-024667

Fee: 800.00

Tentative Hearing Date:

PD=6 4-30-15

252923320144

APPLICANT

Name James Hoye \ Hoyeboy Automotive
 Address 1228 Galtier St
 City: St Paul St. MN Zip 55117 Daytime Phone 651-500-3830
 Name of Owner (if different) Property owner Frank and Mary O' Gorman
 Contact Person (if different) _____ Phone _____

PROPERTY LOCATION

Address / Location: 550 Como
 Legal Description Foundry Addition Lot 6,7 & 8 Block 6
 _____ Current Zoning B3
 (attach additional sheet if necessary)

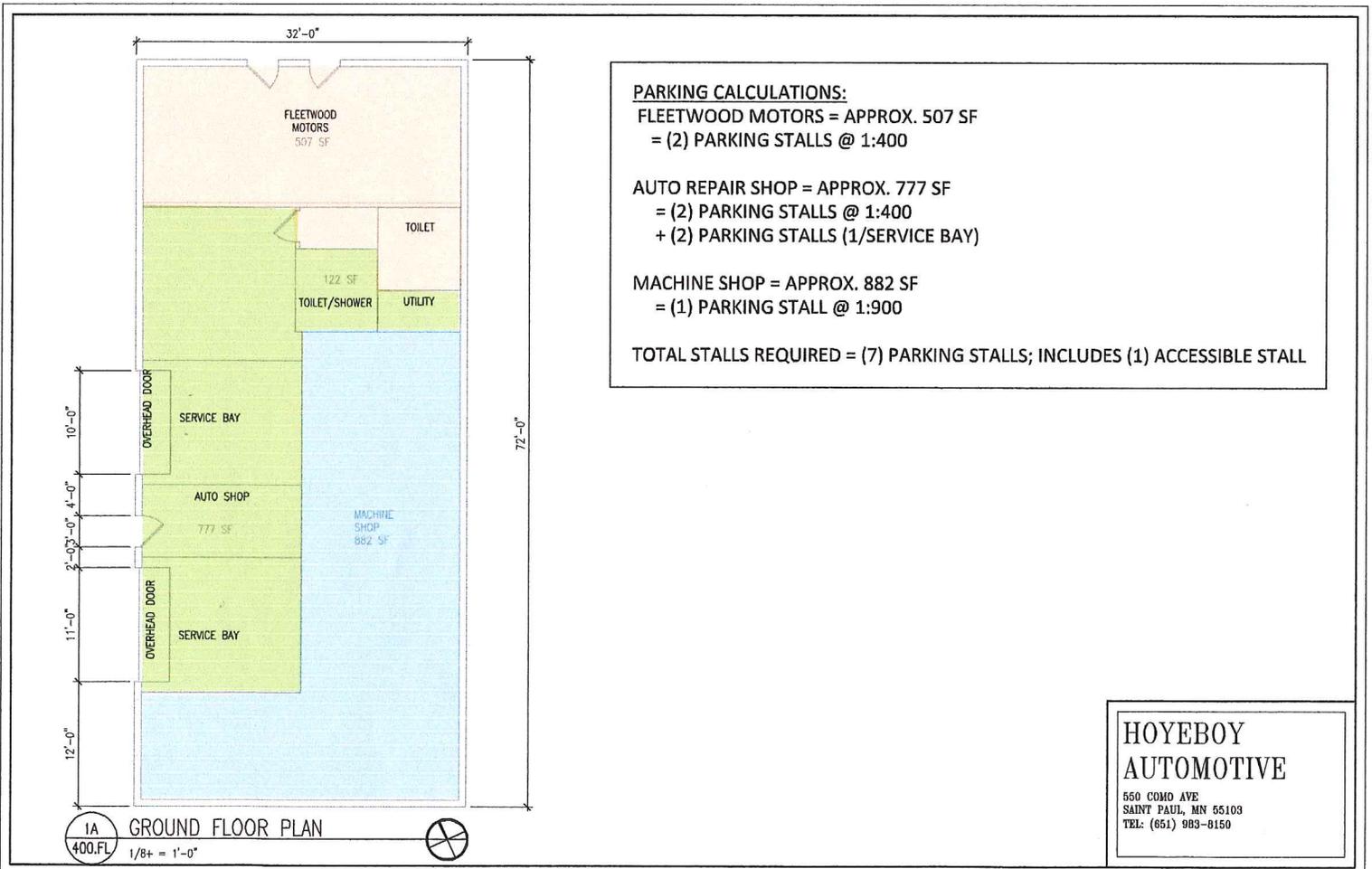
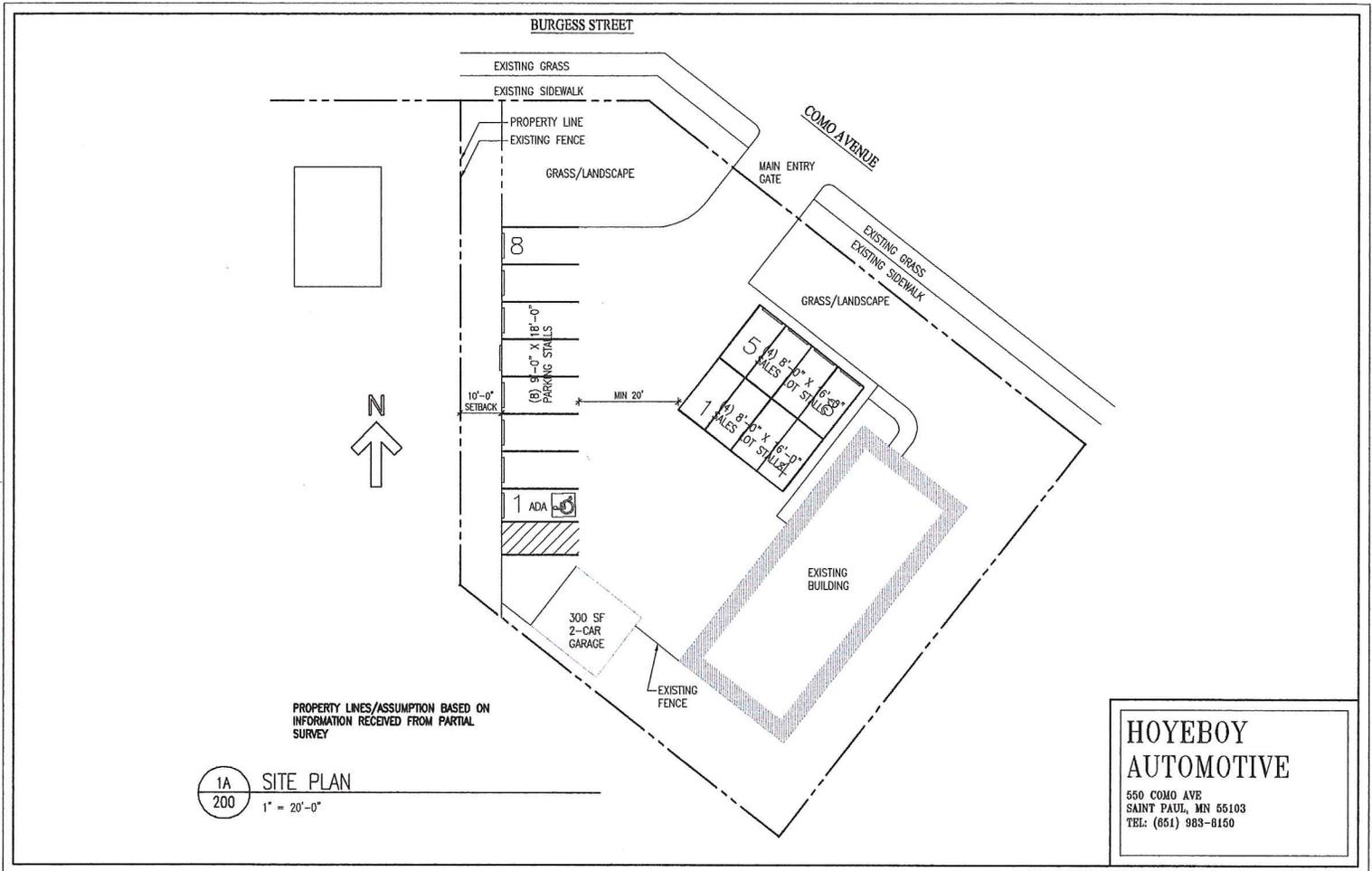
TYPE OF PERMIT: Application is hereby made for a Conditional Use Permit under provisions of
 Chapter 66, Section 521, Paragraph _____ of the Zoning Code.

SUPPORTING INFORMATION: Explain how the use will meet all of the applicable standards and conditions. If you are requesting modification of any special conditions or standards for a conditional use, explain why the modification is needed and how it meets the requirements for modification of special conditions in Section 61.502 of the Zoning Code. Attach additional sheets if necessary.

I am applying for a conditional use permit for automotive repair at 550 Como Ave. My goal is to purchase the property and machine shop business from Frank and Mary O'Gorman. I will learn the machine shop business while developing the west section of the property to accommodate more parking. Once the appropriate parking and zoning requirements are met I would like to open a 2 bay automotive repair facility on the property. With the additional paved area and parking space I believe the traffic impact will be minimal. The goal is to have enough free space in the lot to move vehicles around and operate the multiple businesses. It is my belief that the present automotive sales and addition of automotive repair would work in conjunction on the property to provided neighborhood feeling of where to go for all your vehicle concerns.

I have attached a site plan for the development of the property. The plan includes the development of the parking area along with the floor plan of the building for the automotive sales, repair and machine shop to operate efficiently on the property. Along with the site plan I have included a signed purchase agreement between the O'Gormans and James Hoye. My business goals would be to get the Conditional Use approved and attempt to sequence the purchase, paving and permits to allow my automotive repair to open on or near the July 24 closing date.

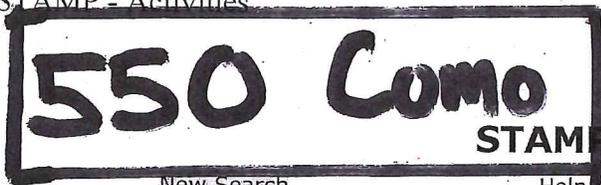
Applicant's Signature James M Hoye Date 04/03/15 City Agent [Signature]
4-3-15
2=IT



Co-located Auto Sales and Auto Repair
Assorted statistics

Department of Safety and Inspections
May 8, 2015

Address:	Second Hand Dealer/Motor Vehicle		Auto Repair License		Zoning District:	distance to residential:	Approximate Lot Size:	Number of complaints:	Adverse Action:
	License Name:	License Year:	License Name:	License Year:					
874 7TH ST E	POR YANG	2013	POR YANG	2013	T2	25 ft	5,509	2	0
159 PENNSYLVANIA AVE W	1 STOP AUTO CARE INC	2007	1 STOP AUTO CARE INC	2007	I1	361 ft	6,071	4	0
1103 ARCADE ST	HA THI TRAN	2006	HA THI TRAN	2006	T2	abutting	6,265	16	0
1221 PIERCE BUTLER ROUTE	CORP AUTO INC	2003	CORP AUTO INC	2003	I1	126 ft	6,962	9	1
845 ROBERT ST S	A & M AUTO SALES INC	2011	A & M AUTO SALES INC	2011	B2	abutting	7,069	5	0
923 UNIVERSITY AVE W	A AUTO MALL LLC	2001	A AUTO MALL LLC	2001	T2	16 ft	8,157	3	0
803 EARL ST	BEST BUY AUTO SALES	2013	BEST BUY AUTO SALES	2013	B3	16 ft	9,038	0	0
1445 ARCADE ST	TYHR INC	2010	TYHR INC	2010	T2	abutting	10,091	4	0
830 ROBERT ST S	IMPORT AUTO ENTERPRISES INC	1995	M F K ENTERPRISES INC	2000	B2	abutting	10,389	48	1
336 LARPENITEUR AVE W	AXTMAN AUTO SALES INC	2010	AXTMAN AUTO SALES INC	2009	B3	190 ft	14,720	0	0
1201 RICE ST	BC TIRE INC	2008	BC TIRE INC	2008	T2	20 ft	14,978	19	0
363 ROBERT ST S	GLORIA'S DOWNTOWN AUTO SALES, INC	2008	GLORIA'S DOWNTOWN AUTO SALES, INC	2008	B3	abutting	16,428	1	0
33 ACKER ST E	JEFFREY M RICHTER	2014	JEFFREY M RICHTER	2014	I1	abutting	17,588	4	0
1566 RICE ST	LONG'S AUTO PLACE INC	1991	LONG'S AUTO PLACE INC	2007	B3	abutting	18,331	3	0
380 MARYLAND AVE W	BEST AUTO SALES LLC	2002	MINH HOANG NGUYEN	1994	B3	abutting	19,357	5	1
321 COMO AVE	PALMORE IMPORTS LLC	2014	PALMORE IMPORTS LLC	2014	I1	133 ft	19,661	0	0
1176 DALE ST N	MORE 4 A BUCK INC	2010	MORE 4 A BUCK INC	2010	T2	67 ft	20,443	8	1
406 MARYLAND AVE E	406 EAST MARYLAND LLC	2009	406 EAST MARYLAND LLC	2009	B3	abutting	23,058	3	0
789 RICE ST	RIVERA AUTO SALES LLC	2014	HIMONG AUTO SERVICE	1991	I2	212 ft	26,806	6	0
1440 MARSHALL AVE	ALL IN ONE - USED PARTS & AUTO SALES INC	1997	ALL IN ONE - USED PARTS & AUTO SALES INC	1997	I1	243 ft	27,921	2	0
99 HYACINTH AVE W	ASCEND AUTO LLC	2008	ASCEND AUTO LLC	2008	I1	abutting	30,006	3	0
100 COTTAGE AVE W	DALE IMPORTS INC	2006	DALE IMPORTS INC	2006	I1	61 ft	30,047	8	0
1328 POINT DOUGLAS ROAD S	CARVER AUTO SALES INC	2013	CARVER AUTO SALES INC	2013	B3	abutting	30,610	2	0
509 COMO AVE	EMPIRE BUILDER AUTO LLC	2009	EMPIRE BUILDER AUTO LLC (PENDING)	PENDING	I1	60 ft	34,938	2	0
1047 RAYMOND AVE	DISCOUNT AUTO SERVICE INC	1988	DANIEL JOHNSON & DAVID CHRISTIANSON*	2012	I1	94 ft	36,426	9	0
2108 UNIVERSITY AVE W	RHM MOTOR CO	1997	RHM MOTOR CO	1998	I1	1529 ft	73,836	1	0
1301 JACKSON ST	TWIN CITIES WRECKER SALES INC	2004	TWIN CITIES WRECKER SALES INC	2004	I1	437 ft	91,218	1	0
80 ARLINGTON AVE E STE D	MINUTEMAN MINNEAPOLIS AUTO REPAIR LLC	2012	MINUTEMAN MINNEAPOLIS AUTO REPAIR LLC	2010	I1	297 ft	155,369	0	0
560 RANDOLPH AVE	BUDGET TOWING INC OF ST PAUL	2010	BUDGET TOWING INC OF ST PAUL	2013	I1	574 ft	181,707	7	2
2576 DOSWELL AVE	METRO METALS CORPORATION	2003/2004	METRO METALS CORPORATION	2004	I2	875 ft	192,337	11	0
1133 RANKIN ST	EVEREST EMERGENCY VEHICLES INC	2000	EVEREST EMERGENCY VEHICLES INC	2000	I1	58 ft	262,367	8	0



STAMP - Activities

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Run Date: 05/08/15
02:28 PM

Sort by Most Recent Date

Starting Date:

House#: 550

Folder

Ending Date:

Type:

Street Name: como

Folder Count: 49

Show all same PIN addresses

Click on address link to access GISmo, MapIT, and Ramsey County Info

Click on ID# link below to view detail

Address	In Date	ID #	Status	Type	Description
550 Como Ave					
	04/23/2015	15 029236	Under Review	CS - CSO Complaint - Zoning - Complaint	Too many cars on the lot and cars parked on the street. In violation of conditions placed on the CUP and license. 4/30/15 Too many cars on lot, and on on bike path - how can they add an auto repair shop?
	04/08/2015	15 024667	Pending	PC - Planning Commission Cases - CUP - Industrial	Applicant James Hoye Hoyeboy Automotive - Conditional use permit for an auto repair facility
	03/23/2015	15 020096	In Compliance	CS - CSO Complaint - Vehicle/Abandoned - Complaint	6+ cars parked on a grassy area Looks like more cars there then they agreed to also.
	02/09/2015	15 000402	Active/Issued	XC - ECLIPS License - Car/Taxi - Second Hand Dealer - Motor Vehicle	Licensee Phillip Smith Fleetwood Motors LLC - ECLIPS License# 20150000001
	11/13/2014	14 345787	Approved	CC - City Council Cases - Rezoning	Rezone from IT Transitional Industrial to B3 General Business
	11/10/2014	14 344764	Approved No Appeal	PC - Planning Commission Cases - CUP - Industrial	Applicant Fleetwood Motors - Conditional use permit for outdoor used automobile sales
	10/02/2014	14 334723	Withdrawn	PC - Planning Commission Cases - CUP - Commercial	Applicant Fleetwood Motors - Conditional use permit for outdoor sales/used automobile business for up to 12 vehicles
	07/07/2014	14 305941	Closed	GT - General Activity Tracking - Zoning - Motor vehicle review	
	05/12/2014	14 235743	Open	RE - Real Estate Assessments	Owner Frank N Ogorman/Mary B Ogorman
	11/07/2013	13 248818	Pending	CO - Certificate of Occupancy - Factory	Responsible Party Frank N Ogorman
	07/09/2010	10 603629	Closed	RF - Referral - C of O	Owner Frank N Ogorman/Mary B Ogorman - Follow up on C of O folder approved with corrections.
	07/09/2010	10 603628	Certified	CO - Certificate of Occupancy - Factory	Responsible Party Frank N Ogorman
	06/25/2010	10 512561	History	CO - Certificate of Occupancy - Factory	Responsible Party Frank N Ogorman
	02/09/2010	10 104620	Resolved	CS - CSO Complaint - Exterior - Complaint	plowing snow across the street
	02/05/2009	09 022936	Finald	WA - SPRWS Plumbing Permit - Existing Building - Inside - Add / Repair /Relocate/ Replace	Contractor Gregory Ryan Ryan Plumbing & Heating CO - INSIDE
	12/12/2007	07 217308	Resolved	CS - CSO Complaint - Snow snow walk Walk - Complaint	

10/19/2006	<u>06 248206</u>	Closed without Approval	M - Mechanical Permit - Gas - Residential Replace	Contractor Gregory Ryan Ryan Plumbing & Heating CO
10/19/2006	<u>06 248208</u>	Closed without Approval	M - Mechanical Permit - Steam or Hot Water - Residential Replace	Contractor Gregory Ryan Ryan Plumbing & Heating CO
08/29/2006	<u>06 130024</u>	Finald	RW - PW Right of Way Permit - Excavation - Excavations	Contractor Jeff Schmidt Xcel Energy Gas - 4' X 6' HOLE IN PARKING LANE.
08/15/2006	<u>06 124059</u>	Finald	PG - Plumbing/Gasfitting/Inside Water Piping - Plumbing/Inside Water (All) - Commercial Replace	Contractor Leroy Tschida Tschida Bros Plbg
08/03/2006	<u>06 119328</u>	Finald	RW - PW Right of Way Permit - Excavation - Excavations	Contractor Dave Olsen / Matt Beane / Pat Leier Xcel Energy Electric - REPLACE 2 POLES IN BLVD. PROJECT #: 10826610
07/27/2006	<u>06 115790</u>	Finald	B - Building Permit - Commercial - Express Repair	Contractor The Gopher Company Inc
07/26/2006	<u>06 115081</u>	Finald	E - Electrical Permit - Service & Circuits - Commercial New	Contractor Metro Electric Construction Company Inc
05/31/2006	<u>06 090208</u>	Finald	M - Mechanical Permit - Steam or Hot Water - Commercial Repair/Alter	Contractor Gregory Ryan Ryan Plumbing & Heating CO - 06/07/2007: Automatically closed by system due to no activity in one year.
04/17/2006	<u>06 067671</u>	Finald	B - Building Permit - Commercial - New	Contractor Willow River Construction LLC
02/17/2006	<u>06 044157</u>	Finald	SS - PW Sewer Permit - Sanitary - Abandonment	Contractor John Carlson Carlson Sewer & Water Company Inc
02/17/2006	<u>06 042598</u>	Finald	SS - PW Sewer Permit - Sanitary - Abandonment	Contractor Anthony Curella Curella Company - LOT 8 BLK 6
02/17/2006	<u>06 041722</u>	Finald	SS - PW Sewer Permit - Sanitary - Abandonment	Contractor Ralph Curella Commercial Utilities Inc
02/17/2006	<u>06 026295</u>	Finald	SS - PW Sewer Permit - Sanitary - New	Contractor Anthony Curella Curella Company - LOT 8 BLK 6
12/12/2005	<u>05 215120</u>	Finald	PG - Plumbing/Gasfitting/Inside Water Piping - Sewer/Disposal Only - Residential New	Contractor Tony Curella Commercial Utilities Inc
11/29/2005	<u>05 205646</u>	Closed	PA - Parks Summary Abatement - Garbage Rubbish	Owner Frank N Ogorman/Mary B Ogorman - Remove couch, wood, refrigerator, car batteries and household items from the vacant lot.
11/16/2005	<u>05 199653</u>	Withdrawn	B - Building Permit - Commercial - New	Contractor Willow River Construction LLC - DUPLICATE.
10/31/2005	<u>05 187254</u>	Closed	PA - Parks Summary Abatement - Garbage Rubbish	Owner Frank N Ogorman/Mary B Ogorman - Remove rubbish from blvds and public sidewalks. Remove wood, rubble, doors, metal, from the southwest end of the property.
10/31/2005	<u>05 187255</u>	Closed	PA - Parks Summary Abatement - Tall Grass	Owner Frank N Ogorman/Mary B Ogorman - Cut tall grass and weeds throughout lot, blvd.and along fence line.
10/17/2005	<u>05 180921</u>	Closed	CS - CSO Complaint - Vacant Lot - Complaint	Corner of Burgess and Como has tall weeds
10/06/2005	<u>05 177462</u>	Ready to Issue	EG - Fire Engineering - Site Plan - New Building	NEW BUILDING CENTER MACHINE

COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS and the Minnesota Commercial Association of REALTORS which releases any liability arising out of use or misuse of this form 3/2008 Minnesota Association of REALTORS - Form MN

- 1. Date 03-27-2015
2. Page 1 of 4 pages

Received of James Hoyo, Hoyo Clan 13 LLC
the sum of Two Thousand Dollars (X100) (\$ 2,000.00) DOLLARS
Check #5007 Wings as earnest money and in part payment for the purchase of property

(Check state or state where)
at 550 Como Ave St Paul MN 55103 situated in the
County of Ramsey State of Minnesota, and legally described as follows
Foundry Addition Lot 6,7 & 8 Block 6

together with the following personal property: Business of Center Machine & Engineering, Inc. Including all tools
contacts and 80 hours of training (see addendum #5). Training to cover all aspects of business to allow James
Hoyo to take over business operations.

all of which property the undersigned has this day sold to Buyer for the sum of: Three hundred twenty five thousand
(\$ 325,000.00) DOLLARS, which Buyer agrees to pay in the following manner:

Earnest money herein paid \$ 2,000.00 and \$ 32,500.00 cash, on
July 24, 20 2015, the date of Closing and the balance of \$ 290,500.00
by financing as shown on the attached Addendum.

1. DEED/MARKETABLE TITLE: Subject to performance by Buyer. Seller agrees to execute and deliver a Warranty
Deed conveying marketable title to the property subject only to the following exceptions:
(a) building and zoning laws, ordinances, State and Federal regulations; (b) restrictions relating to use or
improvement of the premises without effective forfeiture provision. (c) reservation of any minerals or mineral rights
to the State of Minnesota; (d) utility and drainage easements which do not interfere with present improvements.
(e) rights of tenants as follows:

2. REAL ESTATE TAXES: Real estate taxes due and payable in the year of closing shall be prorated between
Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this
Purchase Agreement. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate
taxes payable in the years subsequent to closing shall be paid by Buyer.

3. SPECIAL ASSESSMENTS:
[X] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [] SELLER SHALL PAY
on the date of closing all installments of special assessments certified for payment with the real estate taxes
due and payable in the year of closing.
[] BUYER SHALL ASSUME [X] SELLER SHALL PAY ON DATE OF CLOSING all other special assessments
levied as of the date of this Agreement.
[] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments
after the date of this Purchase Agreement and before the date of closing, Buyer may, at Buyer's option: (a) assume
payment of the pending special assessment without adjustment to the purchase price, or (b) require Seller to pay
the pending special assessment (or escrow for payment of same a sum equal to 1 1/2 times the projected

COMMERCIAL PURCHASE AGREEMENT

10. Page 2

41. pending assessment) and Buyer shall pay a commensurate increase in the purchase price of the property, which
42. increase shall be the same as the estimated amount of the assessment; or (c) declare this Purchase Agreement
43. terminated by written notice to Seller or licensee representing or assisting Seller. If Buyer terminates this
44. Purchase Agreement, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing
45. all earnest money paid hereunder to be refunded to Buyer. Seller shall pay on date of closing any deferred
46. real estate taxes or special assessments payment of which is required as a result of the closing of this sale.
47. 4. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the
48. property herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer,
49. shall be prorated as of the date of closing. It shall be assumed that Buyer will own the property for the entire
50. date of the closing.
51. 5. **DAMAGES TO REAL PROPERTY:** If there is any loss or damage to the property between the date hereof and
52. the date of closing, for any reason, the risk of loss shall be on Seller. If the property is destroyed or substantially
53. damaged before the closing, this Purchase Agreement shall terminate at Buyer's option, if Buyer gives written
54. notice to Seller or licensee representing or assisting Seller of such termination within thirty (30) days of the
55. damage. Upon said termination, Buyer and Seller shall immediately sign a cancellation of purchase agreement
56. directing all earnest money paid hereunder to be refunded Buyer.
57. 6. **EXAMINATION OF TITLE:** Within a reasonable time after acceptance of this Purchase Agreement, Seller shall
58. provide evidence of title to Buyer or Buyer's designated title service provider, which shall include proper searches
59. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments,
60. as follows:
61. **IF THE PROPERTY IS ABSTRACT.** Seller shall provide either (a) a commitment for an owner's policy of title
62. insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota and Seller
63. shall pay the costs of evidence of title for such title insurance policy, and Buyer shall pay the premium for any
64. owner's policy or lender's policy issued by the title insurance company, the title examination fee and the fee
65. for any endorsements or other coverages requested by Buyer; or (b) Abstract of Title certified to date. Seller
66. shall pay for all abstracting fees and surrender any abstract in Seller's possession or control to Buyer at
67. Closing.
68. **IF THE PROPERTY IS TORRENS,** Seller shall provide, at Buyer's option and request, either: (a) a Registered
69. Property Abstract certified to date; or (b) a commitment for an owner's policy of title insurance on a current ALTA
70. form issued by insurer licensed to write title insurance in Minnesota. Seller shall be responsible to pay, under
71. either option, only those costs necessary to prepare the Registered Property Abstract or commitment. Buyer
72. shall, at Buyer's option, pay for either an attorney's title opinion or the title insurance premium (for both an
73. owner's policy and any lender's policy and the examination fee, together with the costs for any endorsements
74. or other coverages requested by Buyer).
75. Buyer shall have ten (10) business days after receipt of the Abstract of Title, Registered Property Abstract
76. or title insurance commitment to provide Seller, or licensee representing or assisting Seller, with written objections
77. to title. Buyer shall be deemed to have waived any title objections not made within such ten (10) day period,
78. except that this shall not operate as a waiver of Seller's covenant to deliver a Warranty Deed, if a Warranty
79. Deed is specified in this Purchase Agreement. Seller shall use Seller's best efforts to correct any title objections
80. noted by Buyer and to provide marketable title by the date of Closing. In the event Seller has not cured the
81. title objections or otherwise provided marketable title by the date of Closing, Seller shall have an additional
82. thirty (30) days to correct the title objections or otherwise make title marketable. Buyer may waive title
83. objections or other defects by written notice to Seller or licensee representing or assisting Seller. In addition
84. to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the Closing date.
85. Lacking such extension, either party may declare this Purchase Agreement terminated and neither party shall
86. be liable for damages to the other. Buyer and Seller shall immediately sign a cancellation of purchase agreement
87. directing all earnest money paid hereunder to be refunded to Buyer.
88. 7. **POSSESSION:** Seller shall deliver possession of the property on the date of Closing.
89. 8. **REPRESENTATIONS AND WARRANTIES:** See attached Addendum.
90. 9. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

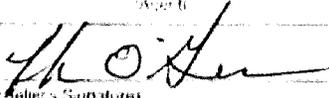
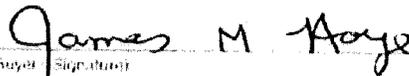
COMMERCIAL PURCHASE AGREEMENT

91. Address 550 Como

92. Page 3

- 93. 10. SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON
- 94. OR SERVING THE PROPERTY: (If answer is DOES, see Private Sewer System Disclosure.)
- 95. 11. SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF ANY WELLS ON OR SERVING
- 96. THE PROPERTY. (If answer is DOES, see Well Disclosure Statement.)
- 97. 12. ADDENDA. Attached are (number) 1 Addenda which are made a part of this Purchase Agreement.
- 98. 13. MISCELLANEOUS PROVISIONS.
- 99. (a) Survival. All of the warranties, representations and covenants of this Agreement shall survive and be
- 100. enforceable after the closing.
- 101. (b) Entire Agreement; Modification. This Purchase Agreement constitutes the complete agreement between
- 102. the parties and supersedes any prior oral or written agreements between the parties regarding the property.
- 103. There are no verbal agreements that change this Purchase Agreement and no waiver of any of its terms
- 104. will be effective unless in writing executed by the parties.
- 105. (c) Successors and Assigns. If this Purchase Agreement is assigned, all provisions of this Purchase
- 106. Agreement shall be binding on successors and assigns.
- 107. 14. ACCEPTANCE DEADLINE. This offer to purchase, unless accepted sooner, shall be null and void at
- 108. 11:59 p.m., April 2nd, 2015 and in such event all earnest money shall be refunded to
- 109. Buyer.

110. NOTICE

111.	_____	_____	Represents	_____
	(Agent)	(Company Name)		
112.	_____	_____	Represents	_____
	(Agent)	(Company Name)		
113.		3/31/15		03/31/15
	(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
114.	FRANK O'GORMAN		James M Hoye	
	(Seller's Printed Name)		(Buyer's Printed Name)	
115.	_____	_____	_____	_____
	(Social Security Number or Federal Tax ID number - optional; Marital Status)		(Social Security Number or Federal Tax ID number - optional; Marital Status)	
116.		3/31/15	_____	_____
	(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
117.	Mary B O'Gorman		_____	_____
	(Seller's Printed Name)		(Buyer's Printed Name)	
118.	_____	_____	_____	_____
	(Social Security Number or Federal Tax ID number - optional)		(Social Security Number or Federal Tax ID number - optional)	

119. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

MNC PA-3 (1/08)

Mary O'Gorman has a MN Real Estate license which is inactive now

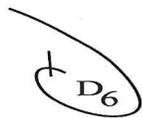
Addendum to Purchase Agreement 03-27-2015

- 1) Buyer agrees to pay appraisals fees and expenses that arise for purchase of the property. Only if the seller backs out of the sale they will be obligated to pay back 50% of all expenses incurred by the buyer. If the buyer is unable to get financing or complete obligations on his end of the sale the seller is not responsible to repay the buyer any expenses.
- 2) Buyer and seller agree if the sale does not go thru all earnest money shall be returned to buyer. Money shall be returned within 1 business day of either party signing a cancelation of the purchase agreement.
- 3) Buyer and seller agree that the purchase of the property is subject to the buyer securing funds thru SBA/ Conventional loan or other means open to the buyer.
- 4) Buyer and seller agree the 80 hours of training on page 1 are paid hours at \$20 per hour. If additional time for training is needed the seller will be available for \$30.00 per hour for an additional 80 hours. If any additional time is needed after the expended 160 hours the buyer and seller agree to negotiate at a future date.
- 5) Seller will receive payment for all work that was completer at the time of closing
- 6) Rent from Fleetwood Motors will be prorated at time of closing and split between buyer and seller. Any past due rent between renter and seller will be worked out between them and the buyer is not liable for any expenses between them.
- 7) Buyer agrees to allow seller so use the garage\ shed structure on property for storage until September 30th 2015.
- 8) Seller agrees that the business and property will be free of any debt and the buyer will be taking over the business and property on a "clean slate".

Shirley O'Brien Seller 3/31/15 Date

Mary E. O'Brien Seller 03/31/15 Date

James M. Hoyle Buyer 03/31/15 Date



District 6 Planning Council

171 Front Avenue
Saint Paul, MN 55117
651-488-4485 fax: 651-488-0343
district6ed@dist6pc.org

May 6, 2015

Zoning Committee of the Planning Commission
15 West Kellogg BLVD
Saint Paul, MN 55102

RE: James Hoye-Hoyeboy Automotive-550 Como Avenue-Application for a Conditional Use Permit to allow auto repair

At its April 28, 2015 Land Use Task Force meeting members and the community met with James Hoye regarding his application for a conditional use permit to allow auto repair in addition to other businesses at 550 Como Avenue.

At the meeting members discussed with the applicant, parking, site plans, operations, ingress and egress and the concern multiple businesses would share one address. Mr. Hoye informed members that he would be purchasing the property and he is aware that a tenant Fleetwood, is currently parking a larger than allowed number of vehicles. Mr. Hoye assured members that it would be resolved and if not he would not renew Fleetwood's lease.

District 6 Planning Council is aware that there are conditional use permits for this type of business situation currently in the neighborhood and the North End finds them at times challenging and frustrating if an applicant does not meet conditions, however District 6 recommends approval of the conditional use permit because of the location of the property and the assurance of the applicant.

Thank-you for your consideration.

Regards,

Jeff Martens

Jeff Martens,
Land Use Task Force Chair

Cc: Ward 1



Photo 1

View from intersection of Como and Burgess, looking south. Subject property on left (partial view).
Adjacent residential on right.



Photo 2

View of subject property from Burgess Street at Como. Grassy area is proposed to be converted to customer and employee parking.



Photo 3

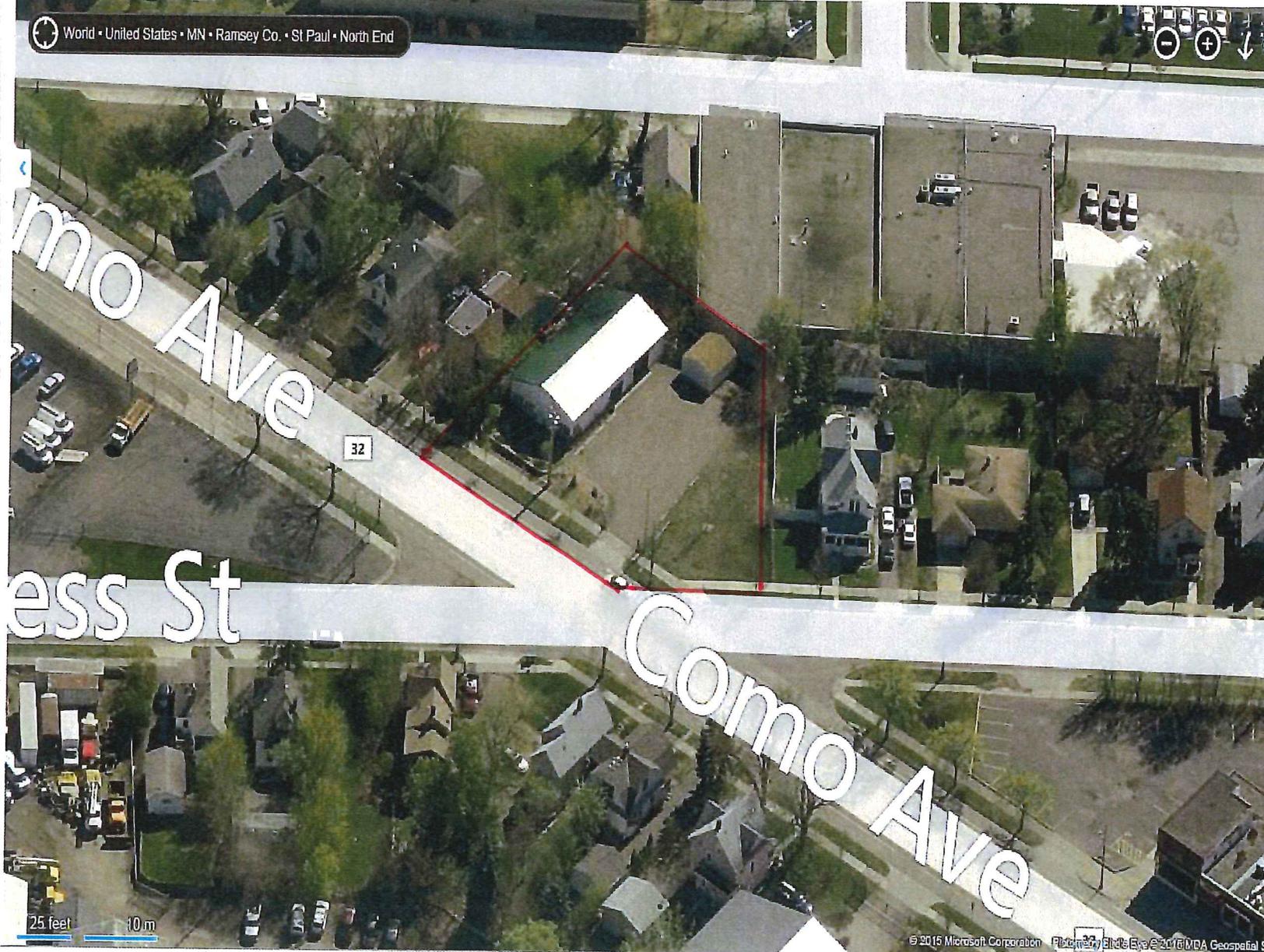
View of subject property from across Como Avenue. Existing landscaping to left of driveway to remain.



Road | Bird's eye | Traffic

Fullscreen | Print

World • United States • MN • Ramsey Co. • St Paul • North End



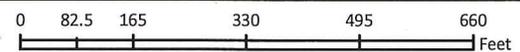
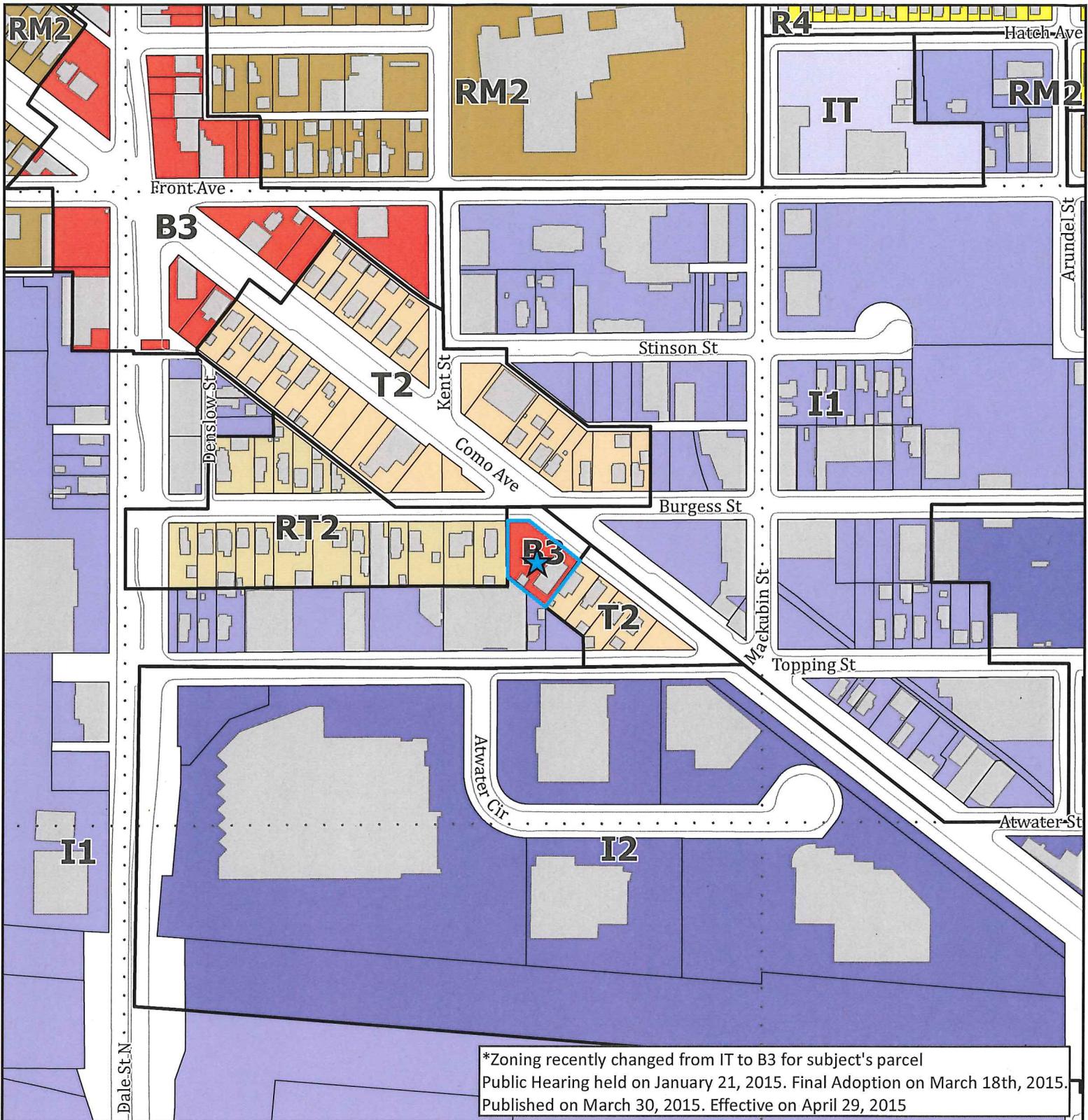
Como Ave

ess St

Como Ave

32

25 feet 10 m

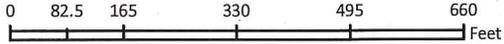
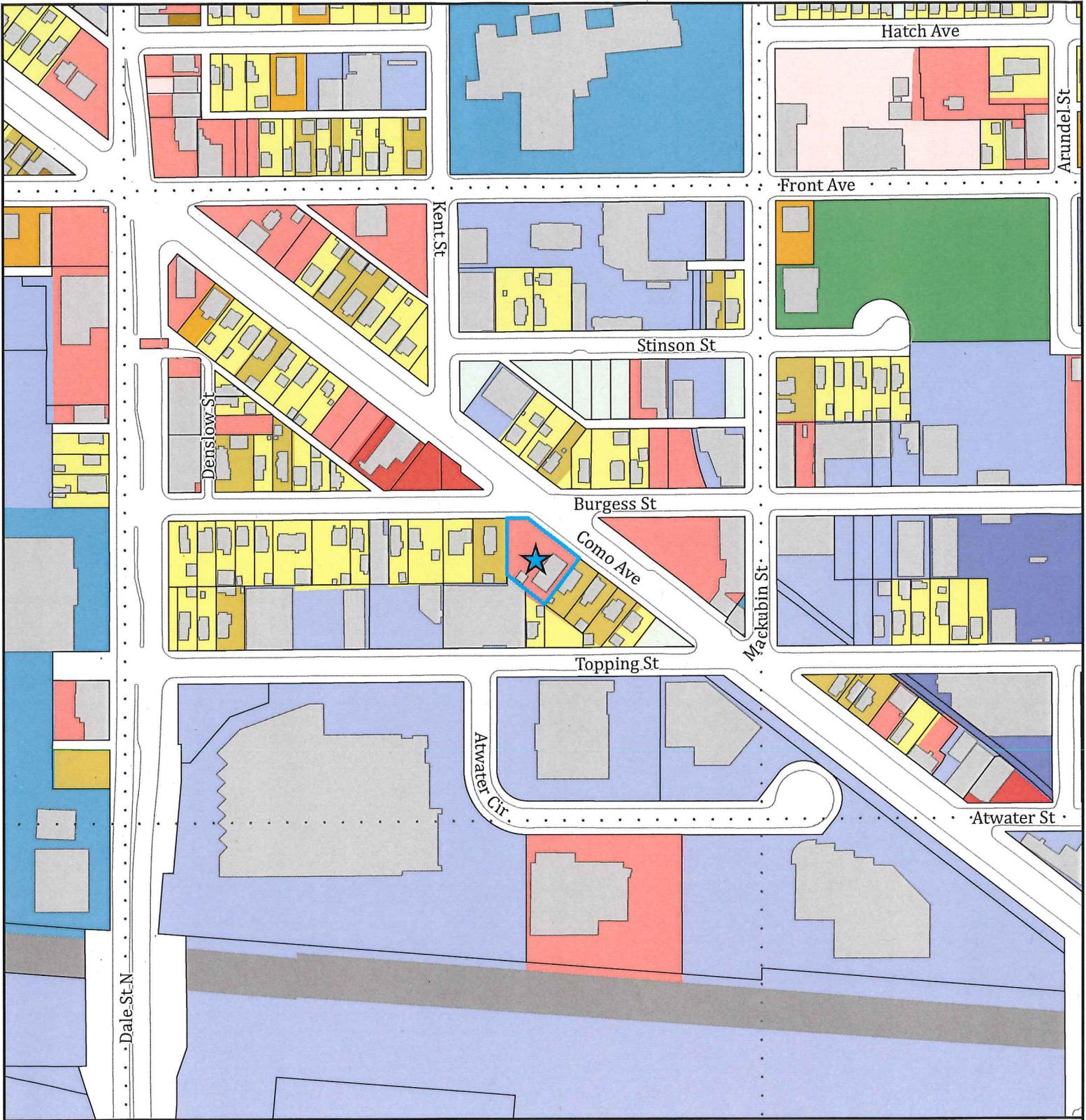


FILE NAME: Hoyeboy Automotive
 APPLICATION TYPE: Conditional Use Permit
 FILE #: 15-024667 DATE: 4/9/2015
 PLANNING DISTRICT: 6
 ZONING PANEL: 9

Zoning

- R4 One-Family
- RT2 Townhouse
- RM2 Multiple-Family
- T2 Traditional Neighborhood
- B3 General Business
- IT Transitional Industrial
- I1 Light Industrial
- I2 General Industrial
- Subject Parcels
- Section Lines





FILE NAME: Hoyeboy Automotive

APPLICATION TYPE: Conditional Use Permit

FILE #: 15-024667 DATE: 4/9/2015

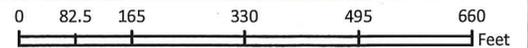
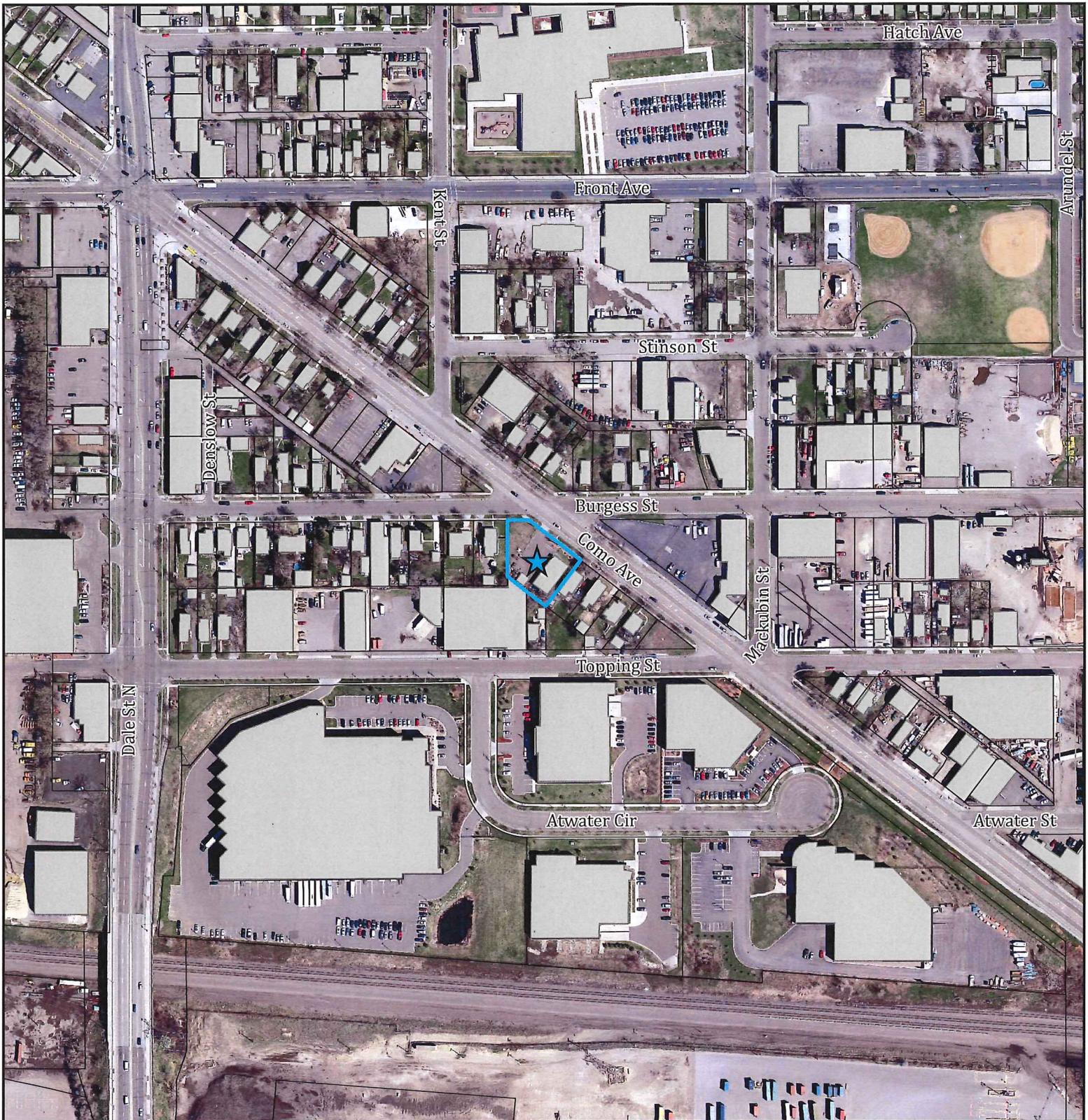
PLANNING DISTRICT: 6

ZONING PANEL: 9

Land Use

- Single Family Detached
- Single Family Attached
- Multifamily
- Office
- Retail and Other Commercial
- Mixed Use Residential
- Mixed Use Industrial
- Mixed Use Commercial and Other
- Industrial and Utility
- Institutional
- Park, Recreational or Preserve
- Railway
- Undeveloped
- Subject Parcels
- Section Lines





FILE NAME: Hoyeboy Automotive

Aerial

APPLICATION TYPE: Conditional Use Permit

 Subject Parcels

FILE #: 15-024667 DATE: 4/9/2015

PLANNING DISTRICT: 6

ZONING PANEL: 9

