

## ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Macalester College (shared parking) **FILE #** 13-173-821  
2. **APPLICANT:** Macalester College **HEARING DATE:** May 9, 2013  
3. **TYPE OF APPLICATION:** Conditional Use Permit  
4. **LOCATION:** 1655 Grand Avenue, between Cambridge and Macalester  
5. **PIN & LEGAL DESCRIPTION:** 042823410068, see file for legal description  
6. **PLANNING DISTRICT:** 14 **PRESENT ZONING:** R3  
7. **ZONING CODE REFERENCE:** § 65.732; § 61.501  
8. **STAFF REPORT DATE:** May 1, 2013 **BY:** Josh Williams  
9. **DATE RECEIVED:** April 11, 2013 **60-DAY DEADLINE FOR ACTION:** June 10, 2013
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- A. **PURPOSE:** Conditional use permit for shared commercial parking in an institutional parking lot  
B. **PARCEL SIZE:** 25000 sq. ft.  
C. **EXISTING LAND USE:**  
D. **SURROUNDING LAND USE:**  
North: Residential  
East: College campus (Macalester College)  
South: Commercial  
West: Commercial  
E. **ZONING CODE CITATION:** §65.732 lists standards and conditions for use of an institutional parking lot in a residential district by a business; §61.501 lists general conditions that must be met by all conditional uses  
F. **HISTORY/DISCUSSION:** There is no zoning history.  
G. **DISTRICT COUNCIL RECOMMENDATION:** The District 14 Council recommends approval of the application.  
H. **FINDINGS:**
  1. Macalester College owns the existing 24-stall surface parking lot at 1655 Grand. The parking lot is currently leased to the Patagonia retail store at 1648 Grand. The college also owns the parcel immediately to the north of the existing parking lot (16 Cambridge), where a residence hall, an alumni house, and a small apartment building are located. Macalester is seeking to expand the parking lot at 1655 Grand eastward, adding 9 (net) new stalls. Macalester intends to lease spaces in the expanded lot to both Patagonia and the French Meadow, a bakery and café seeking to open at 1662 Grand. Macalester is also seeking an adjustment of common boundary for the property line shared by 1655 Grand and 16 Cambridge. This would expand the parcel (1655 Grand) on which the existing parking lot is located to accommodate the expanded parking lot on a single parcel.
  2. The proposed expanded parking lot will have 33 stalls, including 2 handicapped-accessible stalls. Under agreed terms, during business hours Patagonia would have exclusive usage to 16 stalls and French Meadow exclusive usage of 15 stalls, with the 2 handicapped accessible stalls shared. Business hours are limited to 10 am 7 pm daily for Patagonia and 7 am to 10 pm daily for French Meadow. Agreements have not yet been executed, and in the case of Patagonia, will replace the existing agreement with Macalester College for use of the existing lot.
  3. Macalester College has sufficient campus parking as of the most recent parking update, using Fall 2012 enrollment and employment numbers. The lot at 1655 Grand is not included in these calculations. The French Meadow bakery and café will require 8 off-street spaces in addition to the 4 that will remain in the rear of the building at 1662 Grand after renovations. Patagonia requires 16 parking spaces.
  4. The proposed expanded parking lot will have 33 stalls, including 2 handicapped accessible

stalls. Under agreed terms, during their respective business hours, Patagonia would have exclusive usage to 16 stalls and French Meadow exclusive usage of 15 stalls, with the 2 handicapped accessible stalls shared. Business hours are limited to the hours of 10 am to 7 pm daily for Patagonia and 7 am to 10 pm daily for French Meadow. Agreements have not yet been executed, and in the case of Patagonia, will replace the existing agreement with Macalester College for use of the existing lot.

5. Macalester has submitted a site plan review application to the city for the expanded parking lot. The site plan review meeting is scheduled for May 7, 2013.

6. §65.732 lists standards and conditions for use of an institutional parking lot in a residential district by a business:

(a) *Each business using such lot shall be located within five hundred (500) feet of the shared parking lot measured from the property line of the business to the property line of the parking lot; except that the five-hundred-foot distance requirement may be waived if the principal use leases off-street parking for employees only, requires permit parking for employees using such parking lot or uses some other system to ensure that employees really park in the remote lot.* This condition is met. The shared parking lot is located approximately 80 feet from each business establishment.

(b) *There shall be no outdoor storage on the parking lot.* This condition is met. The applicant has agreed to this condition, and no outdoor storage is indicated on the site plan currently under review by the city.

(c) *Application for a shared commercial parking permit on an institutional lot must be accompanied by proof of the under utilization of the institutional lot during periods of peak business demand in a report showing:*

(1) *The off-street parking need of the institution during the peak demand periods of the business(es).*

(2) *The off-street parking need of the business(es) during peak demand periods.*

(3) *Extent of parking shortfall for the business(es) during peak demand period(s).*

(4) *The number and location of the parking spaces in the institutional lot that may be used by business(es) during peak demand periods.*

5) *The existence, if any, of prior commitments for use of the institutional lot by other businesses or other noninstitutional users.*

(6) *The shared parking lease arrangement is not an attempt to avoid liability for property taxes.*

This condition is met. The shared lot owned by Macalester is not used by the college to meet the off-street parking requirement for the campus. Institutional use of the lot will be limited to use of the Patagonia spaces for parking for special events, and will occur only outside of Patagonia business hours.

(d) *If the shared parking is required by the zoning code, each business use shall provide proof of at least a ten-year lease agreement with the institution for the shared parking arrangement. If the shared parking is not required, each business shall provide proof of at least a two-year lease agreement. Each lease will be reviewed annually.* This condition can be met. The applicant has provided draft lease documents running for more than 10 years and agreed to by the lessees. The leases will be executed upon approval of the conditional use permit by the city.

(e) *The lease agreement must delineate the number of spaces and the specific hours of operation of the parking lot for each day of the week that the lot is to be used by the business. The business lessee must indicate in the lease agreement that it recognizes its*

*responsibility for property taxes imposed under Minnesota Statutes, section 272.01, subdivisions 2(a) and 2(c).* This condition will be met upon execution of the leases for the shared parking lot. The lease documents specify that the lessees will be responsible for ½ of annual property taxes for their respective portions of the shared parking lot. As the owner, Macalester College has acknowledged responsibility for payment of property taxes due on an annual basis.

- (f) *The zoning application must include the submittal of a site plan drawn to scale showing the layout of the parking lot, all access and egress locations, and the surrounding buildings within one hundred (100) feet of the lot.* This condition is met.
- (g) *Only passenger vehicles will be allowed in shared parking spaces in institutional lots.* This condition is met. The applicant has agreed to limit usage of the shared lot to passenger vehicles.

7. §61.501 lists five standards that all conditional uses must satisfy:

- (1) *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. Policy T 2.8 of the Comprehensive Plan is for the city to *create incentives for development in which off-street parking is voluntarily reduced, structured, pervious, or heavily landscaped.* The policy goes on to recommend zoning code provisions that would reduce required parking in cases where development, among other things, includes bicycle facilities, makes use of a shared parking agreement, and/or provides space for a car-sharing program. Patagonia, which leases commercial space from the applicant, is voluntarily reducing its parking and entering into a shared parking agreement in order to facilitate the expansion and redevelopment of a nearby storefront where French Meadow will locate. The shared lot will also provide bicycle parking as well as hosting a shared car (Hour Car). In addition, the surface of the new areas of the expanded parking lot will be permeable pavers rather than standard asphalt. The District 14/Macalester-Groveland Community Plan includes the land use policy to *work to resolve parking problems in order to lessen tension caused by conflict between residential, institutional, and commercial uses.*
- (2) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. The expanded lot will have dedicated one-way ingress and egress points that are properly located to minimize the potential for traffic congestion or conflicts.
- (3) *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 is met. The proposed use is substantially similar to the existing use. While the project will involve some expansion of surface parking, it will also include substantial upgrades to landscaping, including decorative fencing and screening shrubs.
- (4) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.* This condition is met. The proposed shared parking facilitates investment in and expansion of the nearby neighborhood-serving commercial district.
- (5) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met. The use will conform to all other applicable regulations of the district in which it is located.

- I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the conditional use permit for shared commercial parking in an institutional parking lot subject to the following additional condition(s):

1. Site plan approval.
2. Final plans approved by City staff for this use shall be in substantial compliance with the plan submitted and approved as part of this application.
3. Applicant shall submit to the Department of Safety and Inspections copies of executed agreements for leasing of shared parking within one month of approval.



**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 # 13-173821

Fee: 800<sup>00</sup>

Tentative Hearing Date:

PD=14 5-9-13

042823410069  
04 28 23 41 0068

**APPLICANT**

Name Macalester College  
Address 1600 Grand Avenue  
City Saint Paul St. --- Zip 55105 Daytime Phone 651-696-6552  
Name of Owner (if different) \_\_\_\_\_  
Contact Person (if different) Tom Welna Phone 651-696-6552

**PROPERTY LOCATION**

Address / Location 41 Macalester St.; 1649 Grand Ave.; 1655 Grand Ave.  
Legal Description Part Of Lot 3 Blk 1 Lying W Of E 42.5 Ft In Elmer & Morrisons Re-arrangement Of Part Of Macalester Park & In Sd Macalester Park That Part Of Lot 15 Blk 1 Lying S & W Of A I Desc As Beg 42.5 Ft W Of Se Cor Of Lot 15 Th N 48.31 Ft Th W To The E L Of Alley & There Term Current Zoning R3  
(attach additional sheet if necessary)

TYPE OF PERMIT: Application is hereby made for a Conditional Use Permit under provisions of Chapter 65, Section 732, 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.

Macalester College seeks a Conditional Use Permit under Section 65.732 of the Zoning Code to make available an existing and expanded parking lot at 1649-1655 Grand Avenue for use by two businesses within 500 feet of the parking facility (Patagonia, 1648 Grand and French Meadow Café, 1662 Grand). The location of the lot is on the northwest corner of Grand Avenue and Macalester Street. It is currently zoned residential but has been used as a parking facility for Grand Avenue businesses more than 40 years. There will be no outdoor storage on the lot. The shared parking lot is not required by the zoning code. It is however taxed by Ramsey County at its full value as real property. The parking use is for passenger vehicles only. The lot is also used as a car-sharing hub for the Macalester College HourCar program.

CK 00367727

Required site plan is attached

Applicant's Signature [Signature] Date 4/10/13 City Agent [Signature]  
4-10-13

MACALESTER COLLEGE



THE HIGH WINDS FUND  
1600 GRAND AVENUE  
SAINT PAUL, MINNESOTA  
55105-1899

TEL: 651-696-6552  
FAX: 651-696-6250  
E-MAIL: [highwinds@macalester.edu](mailto:highwinds@macalester.edu)  
[www.macalester.edu/highwinds/](http://www.macalester.edu/highwinds/)

April 10, 2013

Mr. Paul Dubruiel  
Mr. Allan Torstenson  
Department of Planning and Economic Development  
City Hall Annex  
25 West Fourth Street, Suite 1400  
Saint Paul, MN 55102

Dear Mr. Dubruiel and Mr. Torstenson:

Enclosed please find two applications from Macalester College related to our parking lot on the northwest corner of Grand Avenue and Macalester Street. The first is a Subdivision Review Application for which we are asking to consolidate land parcels on that corner including the residential building we own at 37 Macalester Street. The other is a Conditional Use Permit Application for which we are asking to share this lot with two neighboring businesses-- both of whom are tenants of ours in neighboring buildings.

For the Subdivision Review Application we are also submitting a survey of current land use as well as a certified survey from Sunde Land Surveying. An electronic copy of each of these has been forwarded by email.

For the Conditional Use Permit, we are also submitting a site plan for the proposed use, expansion and reconfiguration of the parking lot. An electronic copy of the site plan has been forwarded by email. Under Section 65.732 of the Zoning Code, we intend to share use of this Macalester-owned parking lot. I have also enclosed the original lease parking provisions from the 20 year lease we have with Patagonia. These provisions will need to be revised if the Conditional Use Permit and expansion plan is approved. French Meadow Bakery & Café has agreed in principal to lease half the available spaces if the Permit and plan is approved. I will forward the new lease language for both users upon approval.

Finally, I have enclosed one check in the amount of \$1,100 to cover the \$300 fee for the Subdivision Review Application and the \$800 fee for the Conditional Use Permit. If you need any further information or documentation, please contact me.

Regards,

A handwritten signature in black ink, appearing to read "Tom Welna".

Tom Welna  
Director



320 South Griggs Street  
St. Paul, MN 55105  
www.macgrove.org

Phone: 651-695-4000  
Fax: 651-695-4004  
E-mail: mgcc@macgrove.org

April 16, 2013

Re: License Requests and Conditional Use Permit Application at 1662/66 Grand Avenue

Dear Josh and Christine:

The Housing & Land Use Committee of the Macalester-Groveland Community Council met in response to the license request and Conditional Use Permit application for French Meadow Bakery at 1662/66 Grand Avenue on Wednesday, March 27<sup>th</sup>. The Committee passed the following two motions:

*The MGCC HLU Committee supports the French Meadow Bakery's application for the following licenses: Restaurant, Beer & Wine, Retail Food B – Bakery; Catering; Beer & Wine – Outside Service Area; and Sidewalk Café.*

*The MGCC HLU Committee supports Macalester College's application for a Conditional Use Permit allowing Patagonia and the French Meadow to share the parking lot at the northwest corner of Grand Avenue and Macalester Street.*

Committee members had questions regarding capacity, noise, and hours of operation; all questions were addressed by the applicant. There were no neighbors in attendance with concerns and the Community Council did not receive any concerns before the meeting.

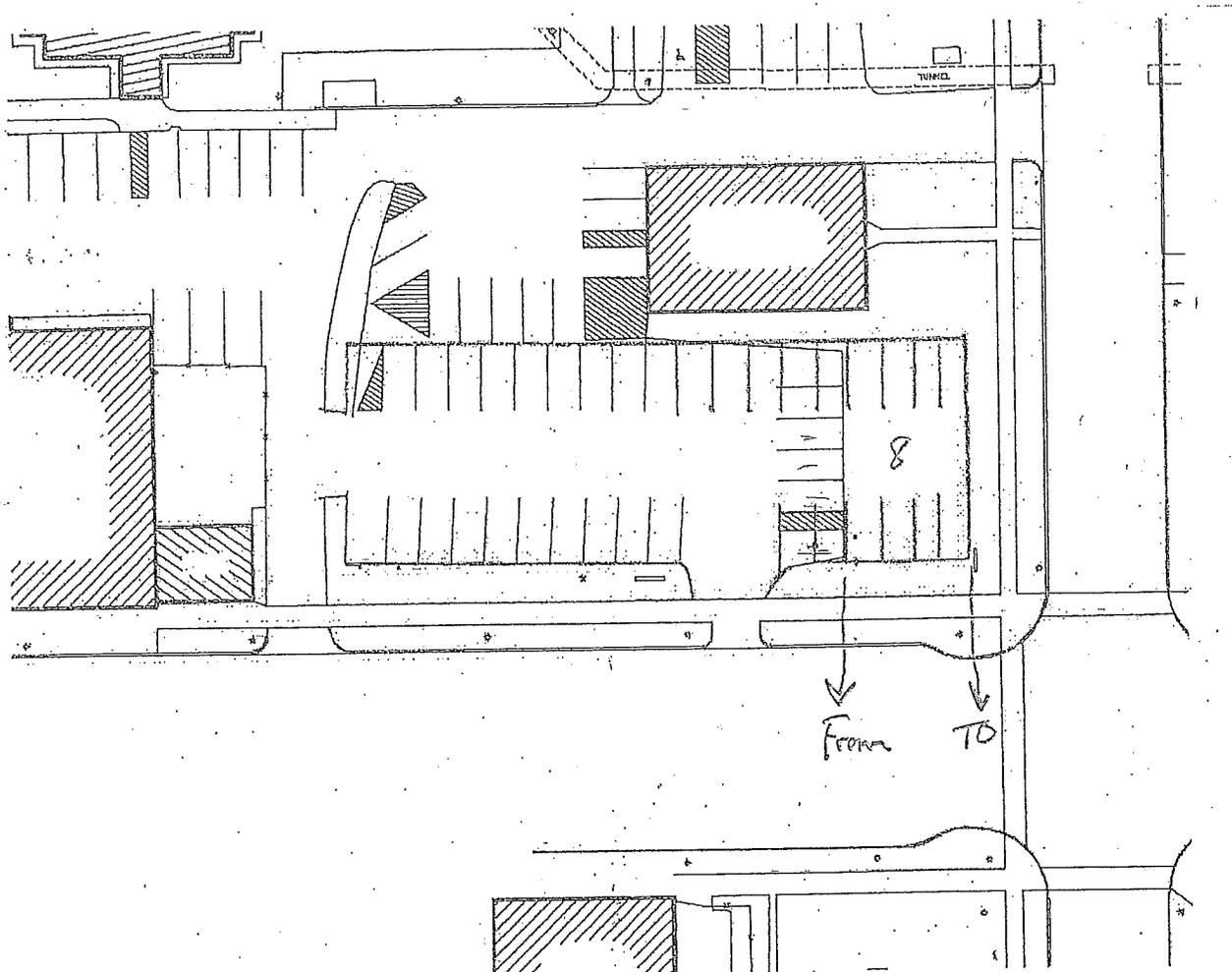
Thank you for your consideration of this recommendation. Please contact me with any questions at 651-695-4000.

Sincerely,

Afton Martens  
Executive Director

cc: Tom Welna





← Grand Avenue →

^  
North

### Initial Plan

- Extend Lot toward Macalester Street
- Create curb cuts on alley side
- Leave existing curb cut on Grand
- Tree removal on east lawn
- Lilac removal on north
- Adds 9 spaces (in terms of new pavement)
- Reconfiguring creates a total of 33 spaces, (including 2 for handicapped)
- Move compost collection to dead space on northeast corner of Mac lot (Mac property)
- Retaining wall on northwest corner to gain 1 space
- Landscape corner and entrances, landscape between 37 Mac and lot (arbor vitae?)
- Plant 2 trees replacement for one removed in front of 37 Macalester St.
- Use permeable pavers/pavement for new surfaces

MACALESTER COLLEGE



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1600 GRAND AVENUE  
SAINT PAUL, MINNESOTA  
55105-1899

TEL: 651-696-6552  
FAX: 651-696-6250  
E-MAIL: [highwinds@macalester.edu](mailto:highwinds@macalester.edu)  
[www.macalester.edu/highwinds/](http://www.macalester.edu/highwinds/)

April 16, 2013

Mr. Allan Torstenson  
Dept. of Planning & Economic Development  
1400 City Hall Annex  
25 West 4th Street  
Saint Paul, MN 55102

Dear Mr. Torstenson:

Below is the proposed language for the parking leases with Patagonia and French Meadow. They are mostly identical except that the term of each and the renewals for each are synchronized to their commercial leases across the street.

I have sent Josh Williams a current status report on campus parking but have not heard back from him yet. The Patagonia/French Meadow lot will not typically be used by the College during the normal College business day Monday – Friday. It will be used from time to time for special events in the Macalester Chapel, the Weyerhaeuser Board Room and the Kagin Ballroom in the evenings and on weekends. Our campus use will not interfere with the peak uses of Patagonia and will be more limited with respect to French Meadow. Business hours for Patagonia are limited, 10 am to 7 pm. French Meadow will be 7 am to 10 pm.

You should receive a letter of support shortly from the Macalester Groveland Community Council. We presented our proposed Conditional Use Permit at their last Housing and Land Use Committee and it was approved unanimously.

Please let me know if you need any further information to complete your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Welna".

Tom Welna  
Director

Attachments: Proposed Leases for Patagonia and French Meadow Bakery & Café

(Proposed Language)

## PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "License") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Macalester College, (the "Owner") and Great Pacific Iron Works, Inc., d/b/a Patagonia, (the "User").

### RECITALS

A. Owner is the owner of a parking lot located at \_\_\_\_ Grand Avenue, St. Paul, Minnesota (the "Parking Lot").

B. User leases the property located at 1648 Grand Avenue, St. Paul, Minnesota, from Owner pursuant to a written Lease Agreement dated January \_\_\_\_, 2005 (the "Lease").

C. User desires to use a portion of the Parking Lot for a term which is co-terminus with the Lease.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

**Grant of License.** Owner grants to User, and User takes from Owner, an exclusive license to use, during the Term (as defined in Section 2 below), those sixteen (16) non-handicap parking stalls, and a non-exclusive license to use, during the Term, the two (2) handicap parking stalls, as depicted on Exhibit A attached hereto (collectively the "Licensed Stalls"). At each of the Licensed Stalls (except the handicap parking stalls), Owner shall install a sign containing the phrase "Reserved Parking for Customers of Patagonia" or similar language.

**Term.** The term of this License (the "Term") commences on the first (1<sup>st</sup>) day of August, 2013, and it terminates on the 30<sup>th</sup> day of April, 2015. User shall have the option to renew this License for two (2) additional periods of five (5) years each, provided User timely exercises its right to renew the Lease and further provided User is not in default hereunder or under the Lease beyond any applicable cure period.

**License Fee.** User shall pay to Owner, at such place as Owner may direct, (i) the sum of \$346.70 per month, payable in advance, for the first nine (9) months during the Term, which fee shall increase each subsequent lease year thereafter during the Term at the rate of two and one half percent (2.5%) per year, and (ii) one-half (1/2) of the property taxes and special assessments due and owing during the Term for the Parking Lot, payable as and when due, upon demand from Owner (collectively, the "License Fee").

**Use.** User shall use the Licensed Stalls for vehicle parking purposes by User's employees, agents, contractors and invitees, and for no other purpose without the consent of Owner. Parking shall be limited to automobiles, SUVs, passenger vans, motorcycles, and light four wheel pickup trucks. There shall be no overnight parking without the consent of Owner. User shall comply with all parking regulations requested by Owner from time to time for the safe and orderly use of the Parking Lot. Owner reserves the right to tow any vehicle which is parked in violation of any such parking regulations.

**Maintenance.** Owner shall be responsible for the cost of repairing and maintaining the Parking Lot and for snow removal.

**Assumption of Risk.** All vehicles using the Licensed Stalls shall do so at their own risk. Owner shall not be responsible for any damage, destruction, vandalism or theft of any vehicle or personal property.

**Relocation.** Owner reserves the right to relocate the Licensed Stalls within the Parking Lot, or relocate the Licensed Stalls to any new parking lot located within \_\_\_\_\_ ( ) feet of any portion of the existing Parking Lot, provided any such new parking lot is comparable in quality, with frontage on Grand Avenue.

**Insurance.** User, at its expense, shall keep in effect commercial general liability insurance with an insurer acceptable to Owner, including blanket contractual liability insurance, covering User's use of the Licensed Stalls, with such coverages and limits of liability of not less than a \$1,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; provided, however, such limits shall not limit User's liability under this License. The policy shall name Owner as an additional insured, shall include a waiver of subrogation against Owner, and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Owner. Said policy shall further provide that it shall not be cancelable or reduced without at least 30 days prior notice to Owner. User shall deliver to Owner, prior to the beginning of the Term, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

**Indemnification.** User will indemnify and hold Owner harmless from and against any claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property in or about the Licensed Stalls or arising out of the access to and/or use of the Licensed Stalls by User or its employees, agents, contractors, or invitees, except to the extent such loss, injury or damage was caused by the gross negligence or willful misconduct of Owner or its employees, agents, contractors, or invitees. This indemnification shall survive the expiration or termination of this License.

**Assignment.** Users shall not assign this License or any interest in this License. User shall not sub-license any right to use the Licensed Stalls

**Default.** If a party defaults in the performance of any of its obligations under this License and such default continues for 5 days after written notice to the defaulting party, the other party may, in addition to existing any other rights and remedies available to it at law or in equity, terminate this License. A breach under the Lease shall be deemed a breach of this License, and a breach under this License shall be deemed a breach under the Lease.

**Notices.** All notices, requests and other communications under this License shall be in writing and addressed to Owner or User at their respective addresses as specified in the Lease (or to such other address as either may designate by notice to the other). Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in

any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused.

**Waiver of Trial by Jury.** If suit is brought to enforce any provision of this License, the parties hereto agree to waive trial by jury and hereby consent to trial by the court and further agree that the losing party shall pay to prevailing party's reasonable attorneys' fees and disbursements as fixed by the court.

**Successors and Assigns.** The terms and conditions of this License shall inure to the benefit of the parties hereto and to their respective successors in interest and permitted assigns of the parties hereto.

**Amendment.** This License may not be altered, changed, or amended except in writing and signed by the parties.

**Governing Law.** This License and the terms and conditions thereof shall be governed by the laws of the State of Minnesota.

**Severability.** If any provision of this License shall be held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement.** This License constitutes the entire agreement between the parties with respect to the Parking Lot and Licensed Stalls and supersedes all prior representations, understandings and agreements, both oral and written, heretofore made between the parties, and is solely for the benefit of the parties hereto and is not intended to extend any rights or benefits to any third parties.

IN WITNESS WHEREOF, to evidence their agreement with this License, Owner and User have caused this License to be signed as of the date first above written.

OWNER:  
Macalester College

By: \_\_\_\_\_  
Its: \_\_\_\_\_

USER:  
Great Pacific Iron Works, Inc. d/b/a Patagonia

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Proposed Language)

## PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "License") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Macalester College, (the "Owner") and Lowry Hill Cafes, Inc., d/b/a French Meadow Bakery & Cafe (the "User").

### RECITALS

A. Owner is the owner of a parking lot located at \_\_\_\_ Grand Avenue, St. Paul, Minnesota (the "Parking Lot").

B. User leases the property located at 1662-66 Grand Avenue, St. Paul, Minnesota, from Owner pursuant to a written Lease Agreement dated December \_\_\_\_, 2012 (the "Lease").

C. User desires to use a portion of the Parking Lot for a term which is co-terminus with the Lease.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

**Grant of License.** Owner grants to User, and User takes from Owner, an exclusive license to use, during the Term (as defined in Section 2 below), those fifteen (15) non-handicap parking stalls, and a non-exclusive license to use, during the Term, the two (2) handicap parking stalls, as depicted on Exhibit A attached hereto (collectively the "Licensed Stalls"). At each of the Licensed Stalls (except the handicap parking stalls), Owner shall install a sign containing the phrase "Reserved Parking for Customers of Patagonia" or similar language.

**Term.** The term of this License (the "Term") commences on the first (1<sup>st</sup>) day of August, 2013, and it terminates on the 31<sup>st</sup> day of May, 2023. User shall have the option to renew this License for one (1) additional period of ten (10) years, provided User timely exercises its right to renew the Lease and further provided User is not in default hereunder or under the Lease beyond any applicable cure period.

**License Fee.** User shall pay to Owner, at such place as Owner may direct, (i) the sum of \$346.70 per month, payable in advance, for the first ten (10) months during the Term, which fee shall increase each subsequent lease year thereafter during the Term at the rate of two and one half percent (2.5%) per year, and (ii) one-half (1/2) of the property taxes and special assessments due and owing during the Term for the Parking Lot, payable as and when due, upon demand from Owner (collectively, the "License Fee").

**Use.** User shall use the Licensed Stalls for vehicle parking purposes by User's employees, agents, contractors and invitees, and for no other purpose without the consent of Owner. Parking shall be limited to automobiles, SUVs, passenger vans, motorcycles, and light four wheel pickup trucks. There shall be no overnight parking without the consent of Owner. User shall comply with all parking regulations requested by Owner from time to time for the safe and orderly use of the Parking Lot. Owner reserves the right to tow any vehicle which is parked in violation of any such parking regulations.

**Maintenance.** Owner shall be responsible for the cost of repairing and maintaining the Parking Lot and for snow removal.

**Assumption of Risk.** All vehicles using the Licensed Stalls shall do so at their own risk. Owner shall not be responsible for any damage, destruction, vandalism or theft of any vehicle or personal property.

**Relocation.** Owner reserves the right to relocate the Licensed Stalls within the Parking Lot, or relocate the Licensed Stalls to any new parking lot located within \_\_\_\_\_ ( ) feet of any portion of the existing Parking Lot, provided any such new parking lot is comparable in quality, with frontage on Grand Avenue.

**Insurance.** User, at its expense, shall keep in effect commercial general liability insurance with an insurer acceptable to Owner, including blanket contractual liability insurance, covering User's use of the Licensed Stalls, with such coverages and limits of liability of not less than a \$1,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; provided, however, such limits shall not limit User's liability under this License. The policy shall name Owner as an additional insured, shall include a waiver of subrogation against Owner, and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Owner. Said policy shall further provide that it shall not be cancelable or reduced without at least 30 days prior notice to Owner. User shall deliver to Owner, prior to the beginning of the Term, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

**Indemnification.** User will indemnify and hold Owner harmless from and against any claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property in or about the Licensed Stalls or arising out of the access to and/or use of the Licensed Stalls by User or its employees, agents, contractors, or invitees, except to the extent such loss, injury or damage was caused by the gross negligence or willful misconduct of Owner or its employees, agents, contractors, or invitees. This indemnification shall survive the expiration or termination of this License.

**Assignment.** Users shall not assign this License or any interest in this License. User shall not sub-license any right to use the Licensed Stalls

**Default.** If a party defaults in the performance of any of its obligations under this License and such default continues for 5 days after written notice to the defaulting party, the other party may, in addition to existing any other rights and remedies available to it at law or in equity, terminate this License. A breach under the Lease shall be deemed a breach of this License, and a breach under this License shall be deemed a breach under the Lease.

**Notices.** All notices, requests and other communications under this License shall be in writing and addressed to Owner or User at their respective addresses as specified in the Lease (or to such other address as either may designate by notice to the other). Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in

any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused.

**Waiver of Trial by Jury.** If suit is brought to enforce any provision of this License, the parties hereto agree to waive trial by jury and hereby consent to trial by the court and further agree that the losing party shall pay to prevailing party's reasonable attorneys' fees and disbursements as fixed by the court.

**Successors and Assigns.** The terms and conditions of this License shall inure to the benefit of the parties hereto and to their respective successors in interest and permitted assigns of the parties hereto.

**Amendment.** This License may not be altered, changed, or amended except in writing and signed by the parties.

**Governing Law.** This License and the terms and conditions thereof shall be governed by the laws of the State of Minnesota.

**Severability.** If any provision of this License shall be held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement.** This License constitutes the entire agreement between the parties with respect to the Parking Lot and Licensed Stalls and supersedes all prior representations, understandings and agreements, both oral and written, heretofore made between the parties, and is solely for the benefit of the parties hereto and is not intended to extend any rights or benefits to any third parties.

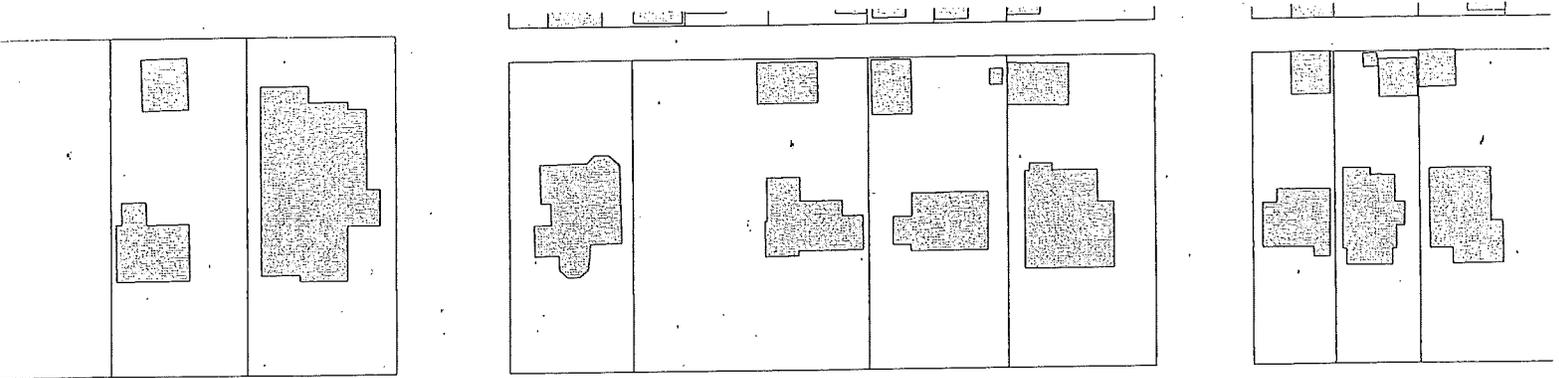
IN WITNESS WHEREOF, to evidence their agreement with this License, Owner and User have caused this License to be signed as of the date first above written.

OWNER:  
Macalester College

By: \_\_\_\_\_  
Its: \_\_\_\_\_

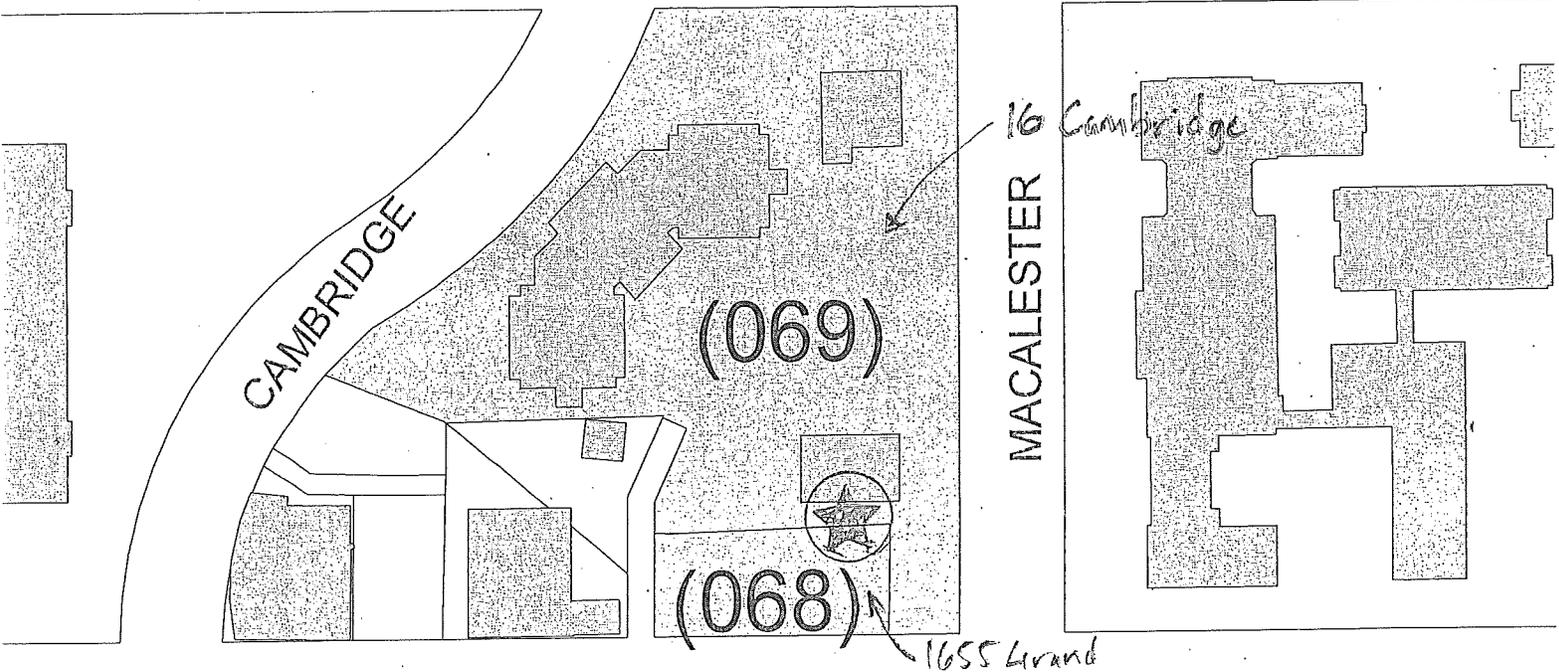
USER:  
Lowry Hill Cafes, Inc., d/b/a French Meadow  
Bakery & Cafe

By: \_\_\_\_\_  
Its: \_\_\_\_\_

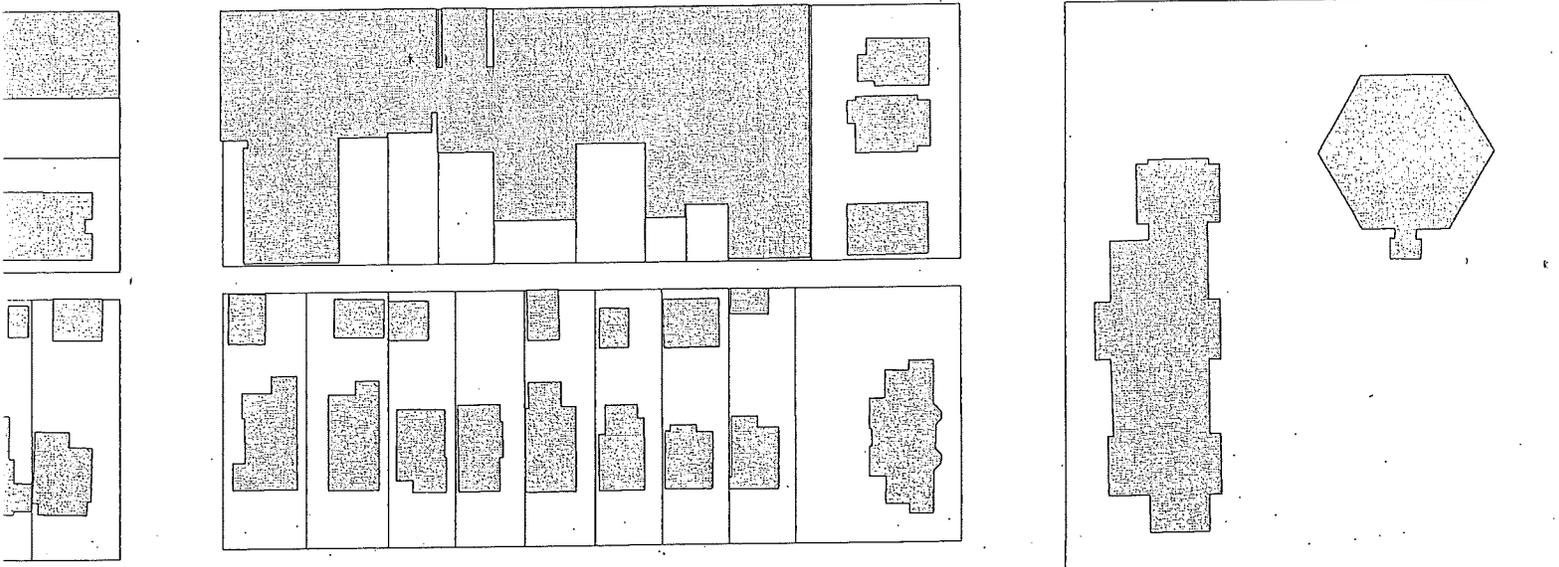


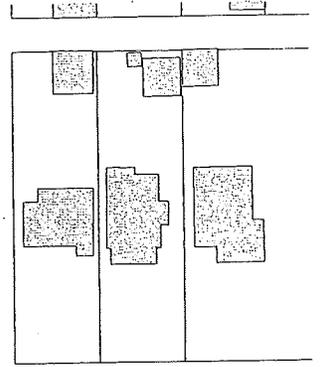
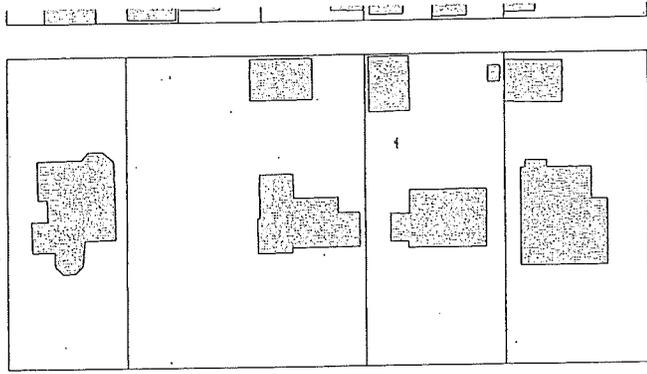
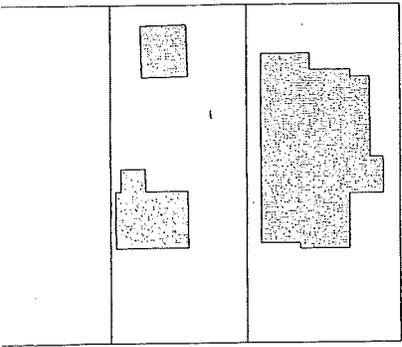
# Adj. Common. boundary

From:

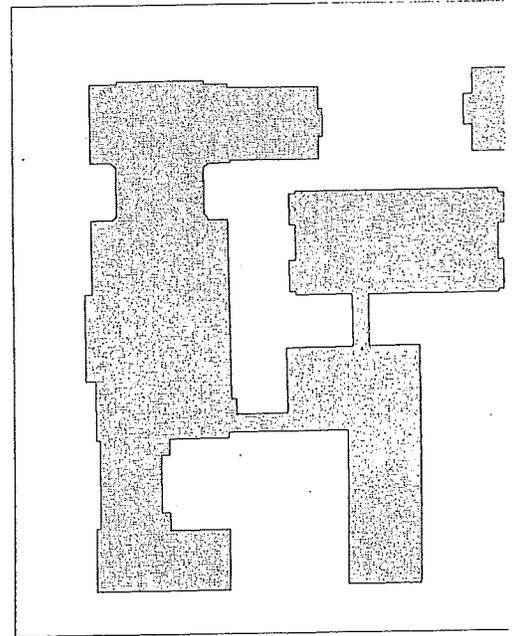
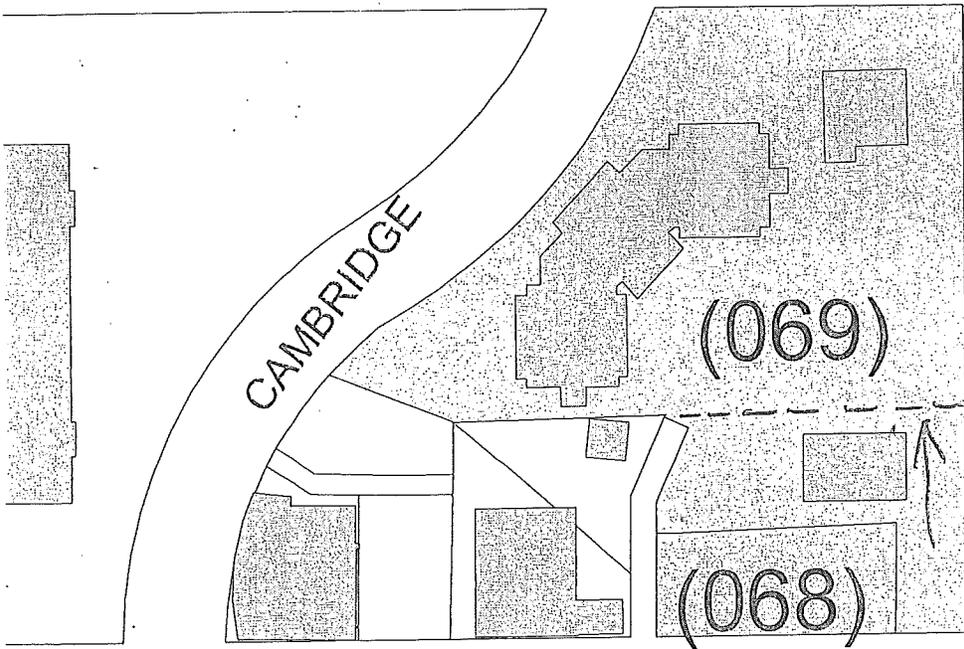


GRAND



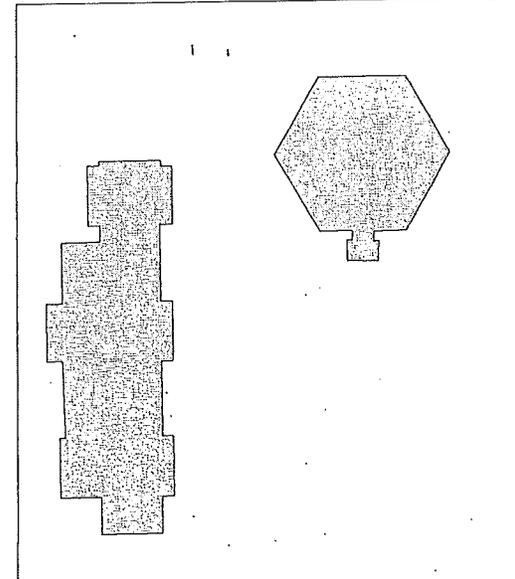
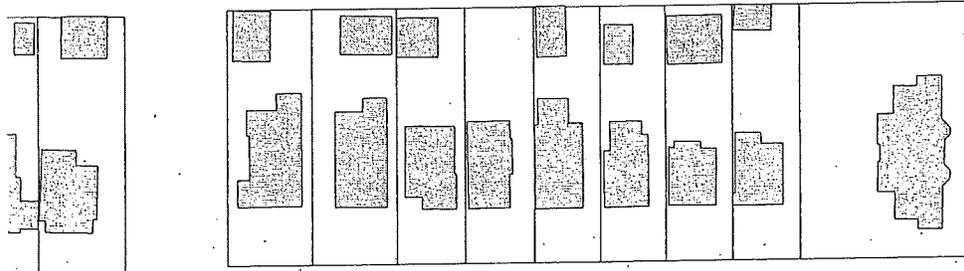
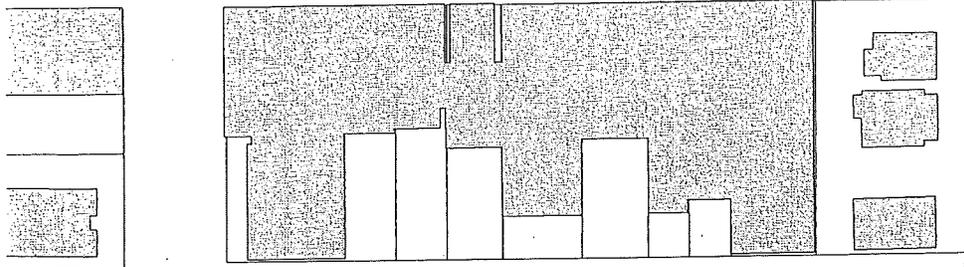


TO:



MACALESTER

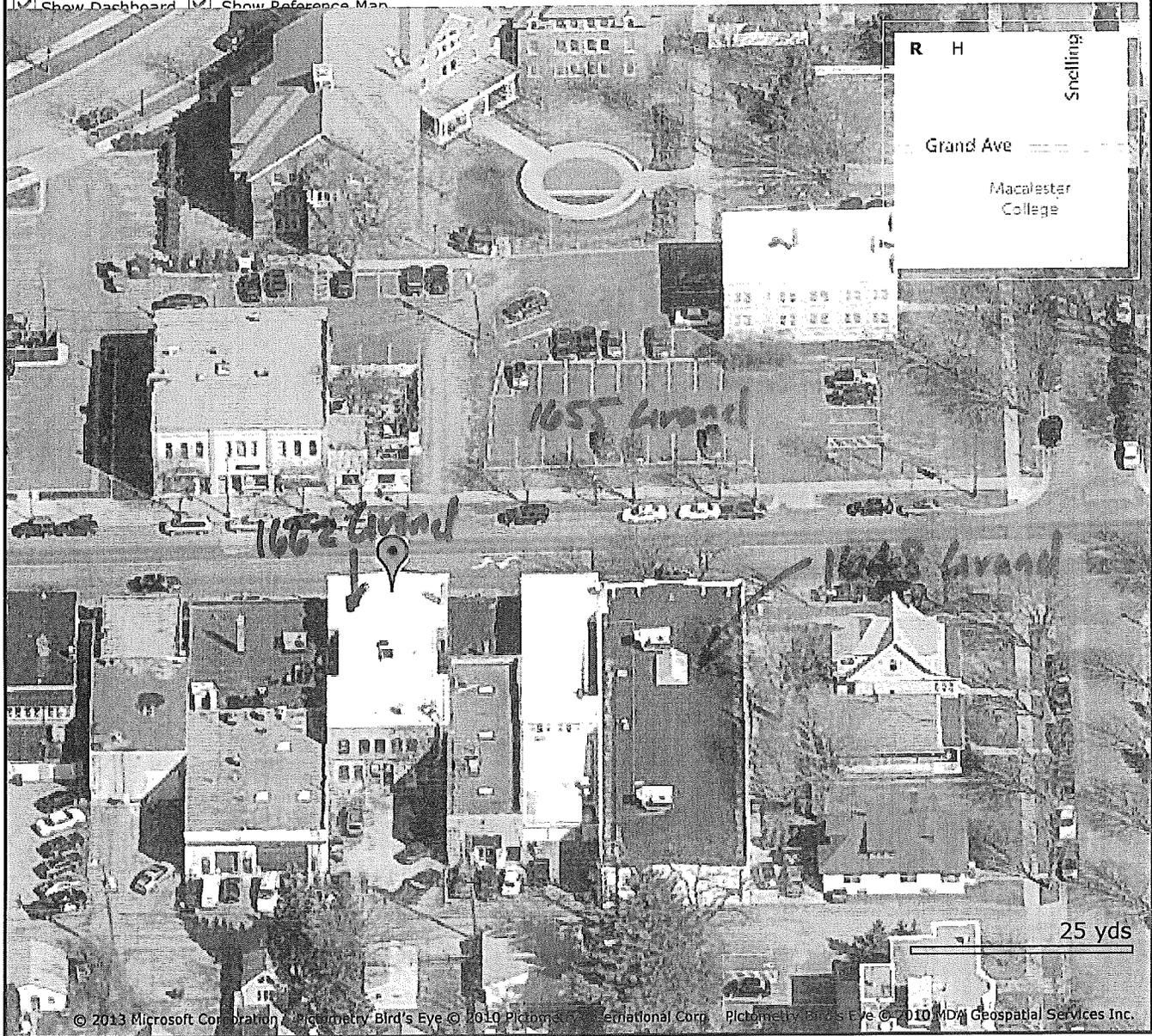
GRAND



# GISmo Oblique Photography

Images courtesy of: Microsoft® Virtual Earth™ 2006

Show Dashboard  Show Reference Map



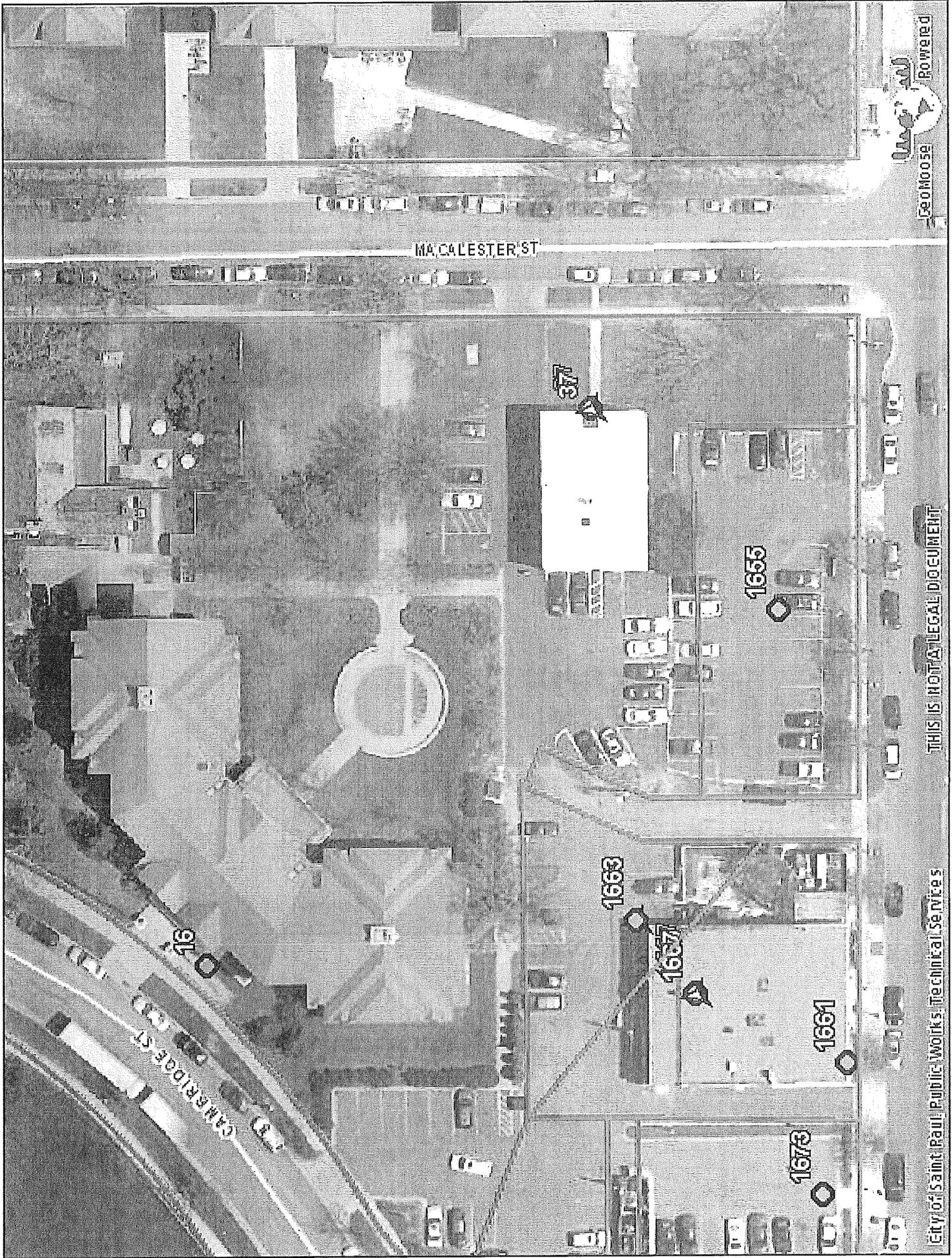
# GISmo Oblique Photography

Images courtesy of: Microsoft® Virtual Earth™ 2006

Show Dashboard  Show Reference Map

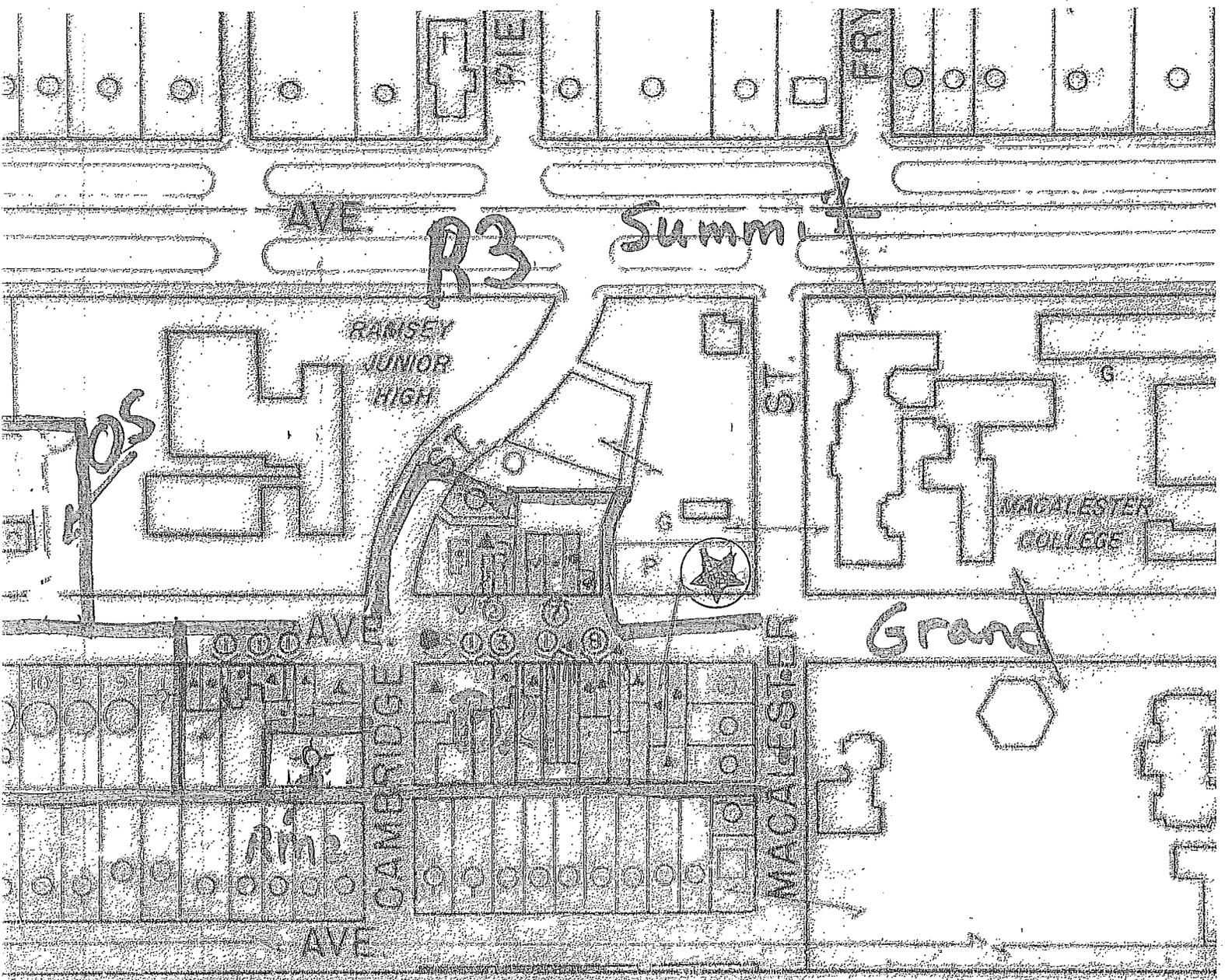


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THIS IS NOT A LEGAL DOCUMENT

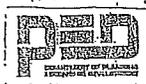
City of Saint Paul, Public Works, Technical Services



APPLICANT Macalester College  
 PURPOSE Conditional Use Permit  
 FILE # 13-173821 DATE 4-15-13  
 PLNG. DIST. 14 Land Use Map # 18  
 Zoning Map # 14

LEGEND

- zoning district boundary
- subject property
- one family
- two family
- multiple family
- commercial
- industrial
- vacant



SCALE 1" = 400'

## ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Old Home Plaza **FILE #** 13-172-049
  2. **APPLICANT:** Old Home Plaza **HEARING DATE:** May 9, 2013
  3. **TYPE OF APPLICATION:** Conditional Use Permit
  4. **LOCATION:** 370 University Ave W, between Western and Virginia
  5. **PIN & LEGAL DESCRIPTION:** 36-29-23-42-0104, Elfelt Bernheimer Arnolds A Vac Alley  
Accruing & Lots 7 Thru 12 & Subj To Rd; Lots 1 Thru 6 Blk 1
  6. **PLANNING DISTRICT:** 8 **PRESENT ZONING:** T2
  7. **ZONING CODE REFERENCE:** § 66.331; § 61.501
  8. **STAFF REPORT DATE:** April 29, 2013 **BY:** Hilary Holmes
  9. **DATE RECEIVED:** April 8, 2013 **60-DAY DEADLINE FOR ACTION:** June 7, 2013
- 

- A. **PURPOSE:** Conditional use permit to allow a maximum height of 45 feet for new construction
- B. **PARCEL SIZE:** 69,696 sq. ft.
- C. **EXISTING LAND USE:** vacant industrial
- D. **SURROUNDING LAND USE:**
  - North: Commercial (T2)
  - East: Commercial with VP parking (T2)
  - South: Single family and multi-family residential (RT2)
  - West: Commercial (T2)
- E. **ZONING CODE CITATION:** §66.331(f) provides for a maximum height of forty-five (45) feet with a conditional use permit in T2 districts when the structure is within 600 feet of a transit stop on a designated transit street; §61.501 lists general conditions that must be met by all conditionals.
- F. **HISTORY/DISCUSSION:** 370 University Avenue West is the site of the Old Home Foods building. The block previously had an address range of 350-376 University Avenue, with multiple parcels and historic uses of dwellings and an auto service shop (City of St. Paul Sandborn Insurance Map 1925). The site as it exists today is one parcel, with Old Home Foods buildings occupying the property in the northwest portion. According to a building permit index card for 350 University Avenue West (the northeast corner of the site, at University and Virginia), a filling station was built on that parcel in 1929. According to zoning records, a filling station was approved for remodel and relocation in 1954 on that site (Z.F. 3058). The filling station has since been demolished (other structures on the site were demolished in 1967). A Site Plan Review was approved for 370 W. University for the Old Home site in June 1993 (Z.F. 93-102).

The Old Home/Minnesota Milk Company building at 370 W. University has been determined eligible for listing on the National Register of Historic Places (SHPO Inventory #RA-SPC-3877).
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 8 Council had not commented at the time this staff report was prepared.
- H. **FINDINGS:**
  1. The property at 370 W. University Avenue had been in operation as Old Home Foods (formerly Minnesota Milk Company) until 2006. The building has been listed as a Vacant Building

Category II since 2012. A new building on the northeast portion of the site (site of the former filling station) is proposed to be forty-five (45) feet in height, which is subject to approval of a conditional use permit.

2. The proposed compact, pedestrian-oriented residential/commercial development is consistent with the intent of the T2 traditional neighborhood district, for use in transit nodes with a variety of uses and housing types, and careful attention to the amount and placement of parking and transitions to adjacent residential neighborhoods.
3. §66.331(f) provides that *"a maximum height of forty-five (45) feet may be permitted with a conditional use permit when the structure is within six hundred (600) feet of an existing or planned transit stop on a designated transit street."* The property is located on University Avenue, a designated transit street, within 600 feet of the Western Avenue Light Rail Station. The proposed height of the building is forty-five (45) feet.
4. §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 property is located on a Mixed Use Corridor as identified in the Saint Paul Comprehensive Plan Land Use Chapter Strategy 1.20, Figure LU-B. The proposed height is consistent with Land Use Chapter Strategy LU 1.2, "Permit high density residential development in Neighborhoods Centers, Mixed-Use Corridors, the Central Corridor and Downtown." The proposed height also addresses Land Use Strategies LU 1.21, "Balance the following objectives for Mixed-Use Corridors through the density and scale of development: accommodating growth, supporting transit use and walking, providing a range of housing types, and providing housing at densities that support transit" and LU 1.25, "Promote the development of more intensive housing on Mixed-Use Corridors, where supported by zoning that permits mixed-use and multi-family development." The Central Corridor Development Strategy (2007) calls for increased densities along University Avenue on full depth sites, to make development fit by providing a mix of 2-4 story buildings (Section 3.3 "Towards a Transit Supportive Corridor").

The Western Avenue Station Area Plan, adopted by the City Council on October 11, 2011, calls for new development along the Avenue to be three to four stories in height (4.1.1a) and encourages reuse of the Old Home site (4.1.1f, 6.0, Figure 4.5). The Plan also suggests possible development of a new park/open space along the west side of Virginia Street between University and Aurora Avenue (Figures 3.1, 3.2, 4.3, 4.4). Section 6.0 "Getting There" states that "The development concepts illustrated in this plan, including the location of new open spaces, represent possible development scenarios... They are not intended to be prescriptive for evaluating future development proposals..." and "Until such time as the City is able to secure necessary resources, either through public investment or through negotiation with private developers for desired new open spaces or other public infrastructure, private property may be used for any legal use permitted under the current zoning classification, provided that the proposed use meets all applicable conditions and/or standards." The exact locations of parks and parkland are being comprehensively looked at along University Avenue and options for open space on the site are currently being explored. The final site plan may provide options for open space on the site.

The proposed height of the building will comply with the adopted plans.

- (b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. Based on the preliminary site plan submitted, the

single curb cut and entrance to the parking structure from Aurora and structured parking will reduce traffic congestion in the area by keeping cars off of the street.

- (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 is met. The use will not be detrimental to the existing character of development, as the property is located on a commercial corridor that has developed with transit oriented uses lining University Avenue. To the northeast, northwest, west and east are one to two story commercial buildings, and a three story commercial building is one block east. On the site, the Old Home building is immediately west of the location of the proposed building. The Old Home building is two stories and steps up to three stories at the corner of Western and University. The use will not endanger the public health, safety and general welfare.
- (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 is met. The use will not prevent the development and improvement of the other properties in the area, nor will it impact the development and improvement of the commercial and residential uses in the districts surrounding it.
- (e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met. The proposed use conforms to all applicable regulations of the T2 district.

I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the application for a conditional use permit to allow a maximum height of forty-five (45) feet for new construction at the SW corner of University Avenue and Virginia Street subject to the following additional condition:

1. A final site plan essentially consistent with the preliminary site plan submitted with the conditional use permit application is approved by the zoning administrator.



**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 # 13-172049  
Fee: 800.00  
Tentative Hearing Date:  
5-9-13

PD= 8

# 362923420104

**APPLICANT**

Name Old Home Plaza  
Address 366 South Tenth Avenue, PO Box 727  
City Waite Park St. MN Zip 56387-0727 Daytime Phone 320-202-3100  
Name of Owner (if different) St. Paul Old Home Plaza, LLC  
Contact Person (if different) Jeremy Bork Phone 651-402-2500

**PROPERTY LOCATION**

Address / Location 370 University Avenue West  
Legal Description (see attached)  
Current Zoning T2  
(attach additional sheet if necessary)

TYPE OF PERMIT: Application is hereby made for a Conditional Use Permit under provisions of Chapter 66, Section 331, Paragraph f 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.**

A condition use permit is being requesting as our building height will exceed the maximum of forty-five (45) feet that is currently allowed by current zoning. The height of the building will be forty-five (45) foot, ~~ten (10) inches~~.

Zoning ordinance states that a maximum height of forty-five (45) feet may be permitted with a conditional use permit when the structure is within six hundred (600) feet of an existing or planned transit stop on a designated transit street. This project is located directly adjacent to the Western Avenue Station Stop. Travel distance via public sidewalk is two hundred twenty (220) feet, well within the allowed six hundred (600) feet. The Western Avenue Station Stop is thirty eight (38) feet directly in front of our building.

A maximum height of sixty-five (65) feet may be permitted with a conditional use permit for property along University Avenue within six hundred (600) feet of an existing or planned transit stop, except on the following blocks, where heights greater than forty-five (45) feet would generally be incompatible with the surrounding neighborhoods: north side of University between Aldine Street and St. Albans Street, and between Kent Street and Galtier Street; and south side of University between Oxford Street and St. Albans Street, and between Mackubin Street and Galtier Street.

Required site plan is attached

RECEIVED  
APR 08 2013

Applicant's Signature [Signature] Date 04.06.13 City Agent [Signature]  
Pet [Signature]  
4-8-13

# Legal Description

## Northerly Parcel:

### **Parcel 1:**

Lots 1, 2, 3, 4, 5 and 6, Block 1, "Elfelt, Bernheimer, and Arnold's" Addition to St. Paul, except the North 20 feet thereof, together with that part of the North Y2 of the vacated alley adjoining said Lots which lies between the Southerly extensions of the West line of said Lot 1 and the East line of said Lot 6, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

## Southwesterly Parcels:

### **Parcel 1:**

Lot 10, except the West 27 1/3 feet thereof; the West 4 2/3 feet of Lot 9 and all of Lots 11 and 12, Block 1, "Elfelt, Bernheimer, and Arnold's" Addition to St. Paul, together with that part of the South Y2 of the vacated alley adjoining said Lots which lies between the Northerly extensions of the West line of said Lot 12 and the East line of said Lot 11 and which lies between the Northerly extensions of the East line of the West 27 1/3 feet of said Lot 10 and the East line of said Lot 10 and which lies between the Northerly extensions of the East and West lines of the West 4 2/3 feet of said Lot 9, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

## Abstract Property:

### **Parcel 2:**

The West 27 1/3 feet of Lot 10, Block 1, Elfelt, Bernheimer, & Arnold's Addition to St. Paul, according to the recorded plat thereof, and situate in Ramsey County, Minnesota. That part of the South half of the adjoining alley vacated, lying between the extensions across said alley of the West line of said Lot 10, and the East line of the West 27 1/3 feet of said Lot 10.

Being registered land as is evidenced by Certificate of Title No. 315587.



**Sand**  
Architects, LLC  
a subsidiary of Sand Companies, Inc.  
366 South Tenth Avenue  
PO Box 727  
Walt Park, MN 55381-0727  
Office: (763) 203-3100  
Fax: (763) 203-3139  
Website: www.SandCompanies.com  
E-Mail: SCA@SandCompanies.com

PRELIMINARY  
DESIGN SUBJECT  
TO CHANGE  
10/20/15

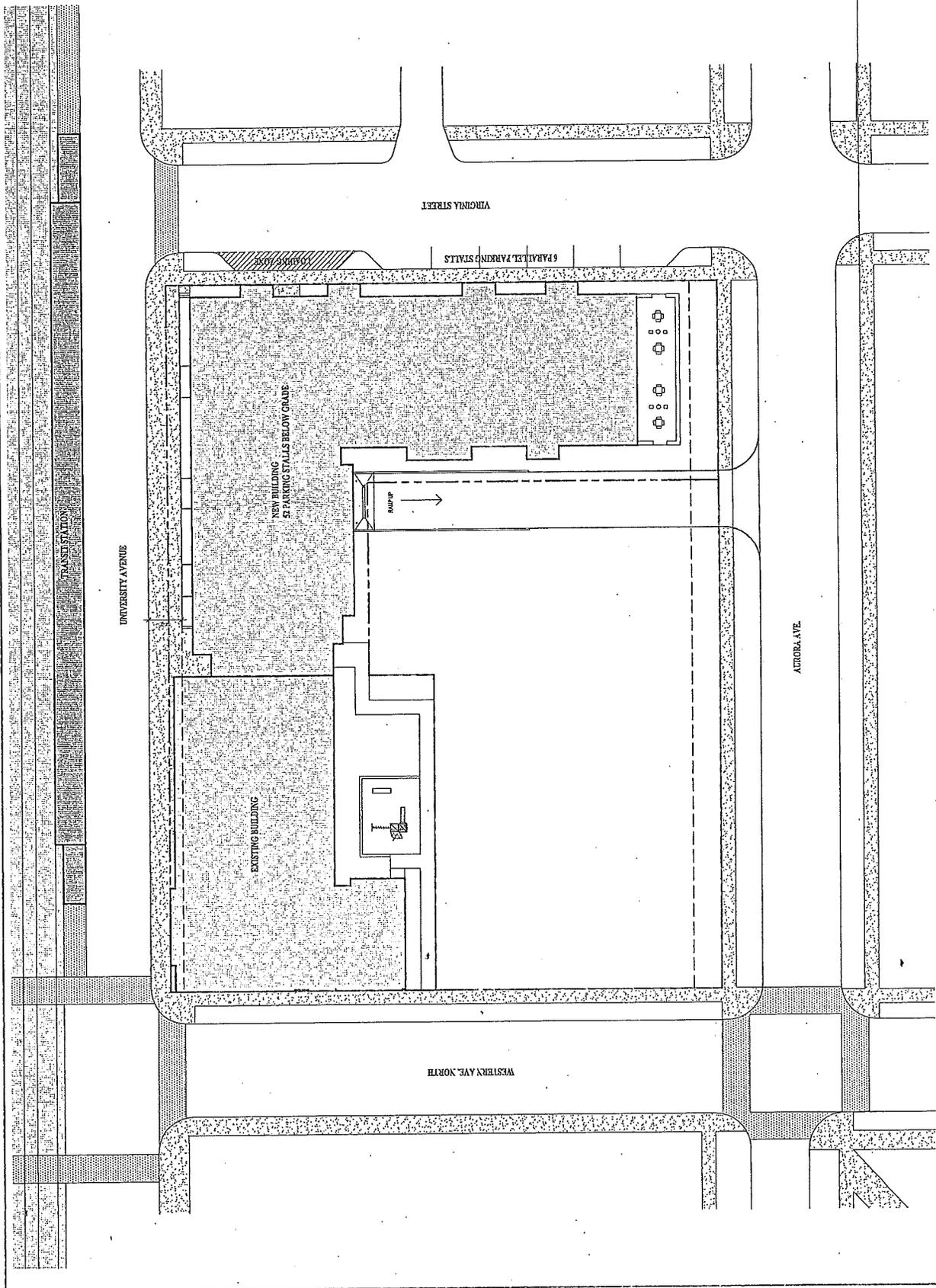
NOTE  
ALL SQUARE FOOTAGES  
AND DIMENSIONS ARE  
APPROXIMATE

**OLD HOME  
PLAZA**

ST. PAUL, MN

SITE PLAN

A-0.1





**Sand Architects, LLC**  
a subsidiary of Sand Companies, Inc.

366 Sandi Terra Avenue  
PO Box 727 97, 0737  
Wills Point, TX 75787  
Office: (817) 202-3100  
Fax: (817) 202-3139  
Website: www.SandCompanies.com  
E-Mail: SC@SandCompanies.com

**PRELIMINARY  
DESIGN - SUBJECT  
TO CHANGE**  
ISSUED: 1/2/2013

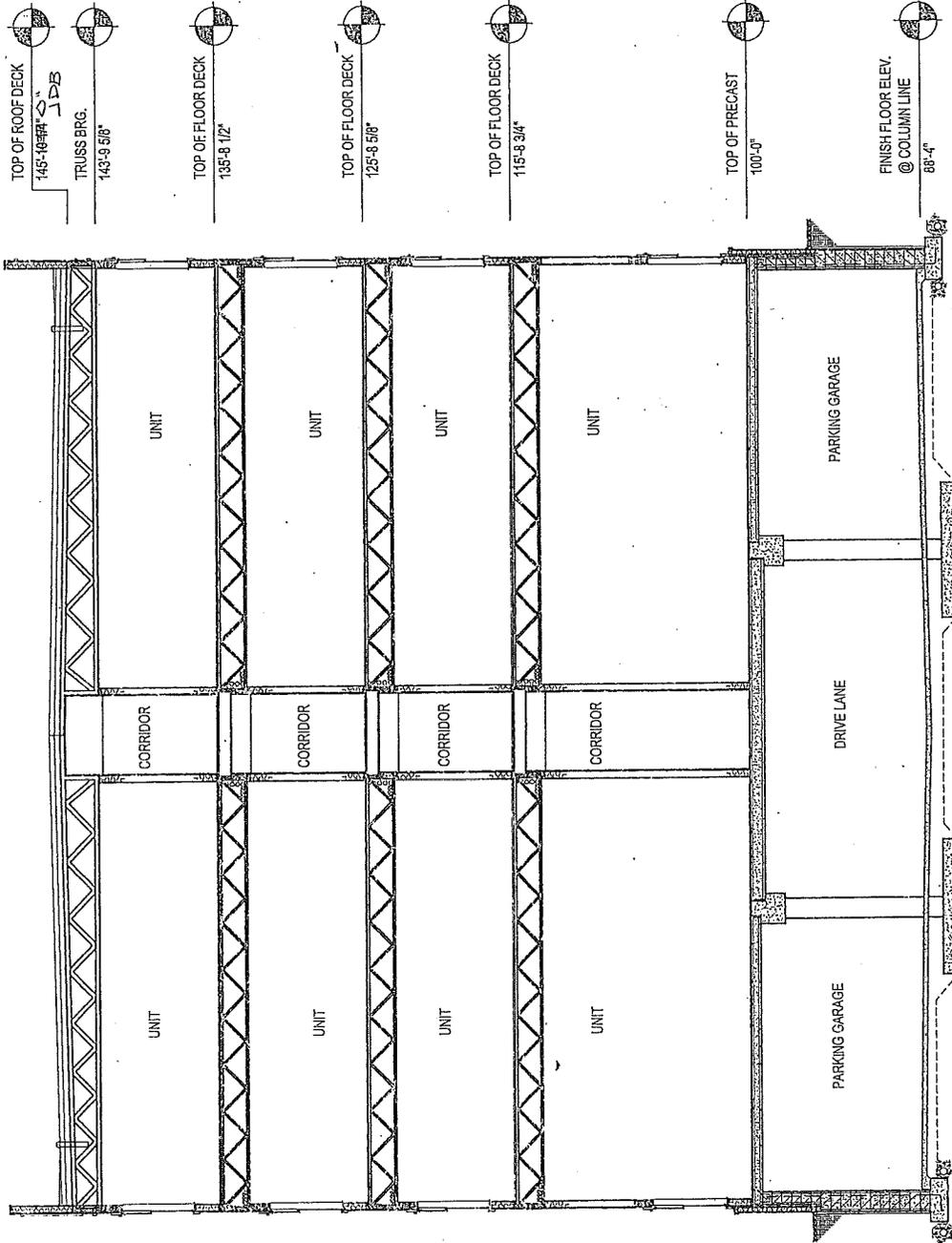
NOTE: ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE

# OLD HOME PLAZA

ST. PAUL, MN

SECTION

A-3.1



1 TYPICAL BUILDING SECTION

SCALE: 1/8" = 1'-0"

A-3.1

✓

BOARD OF ZONING  
INDEX CARD

University

Street

Location & Legal	S.W. Cor University & Virginia St.	Applicant & Use	*CL	ZF	Council Action	Date
Lots 5 & 6, Block 1 - Elfelt Berheimer & Arnold's Addition		Art Thole	P	4306	Granted #194772	11/28/59
As Above		Mid-continent Pet.Co. remodel & relocate exsting filling sta	P	3058	Granted #169859	8/28/54

\*Key: A - Amendment AP - Appeal P - Permit

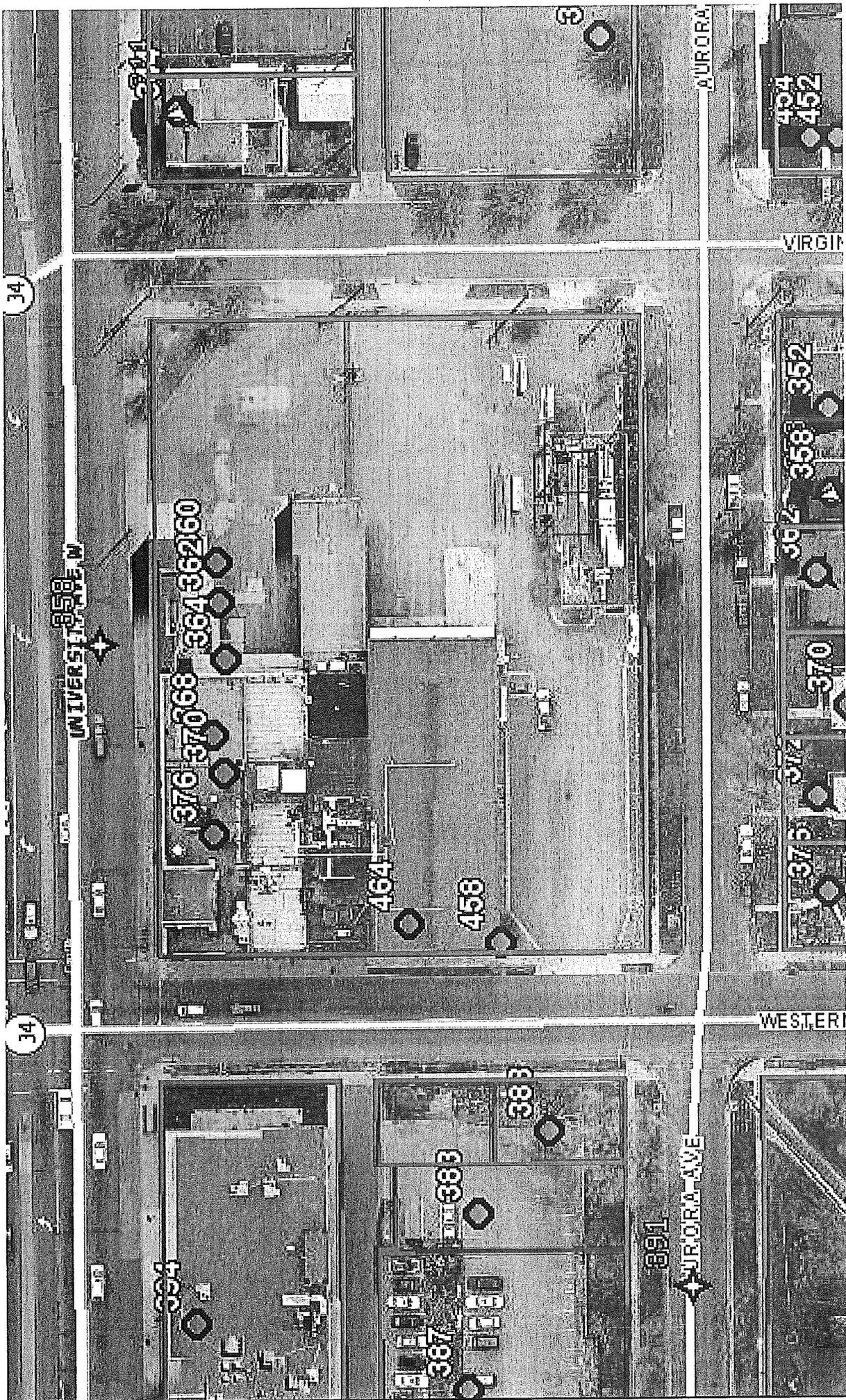
ZONING INDEX

- SCU - Special Condition Use
- DSU - Determination of Similar Use
- REZ - Rezoning
- CNU - Change In Nonconforming Use
- VAR - Variance
- AR - Administrative Review
- SPR - Site Plan Review
- SBD - Subdivision Review

370 University Avenue  
 Street  
SS between Western & Virginia  
 Location

Legal	Applicant	Type	ZF #	Action	Date
see file	Old Home Foods	SPR	93-102	Approved	6-4-93

Rev. Feb. '84



34

34

UNIVERSITY BLVD

AURORA

VIRGIN

WESTERN

AURORA AVE

376 370 368 364 362 360

464

458

394

387

383

383

381

392 358 352

370

375 372

370

362 358 352

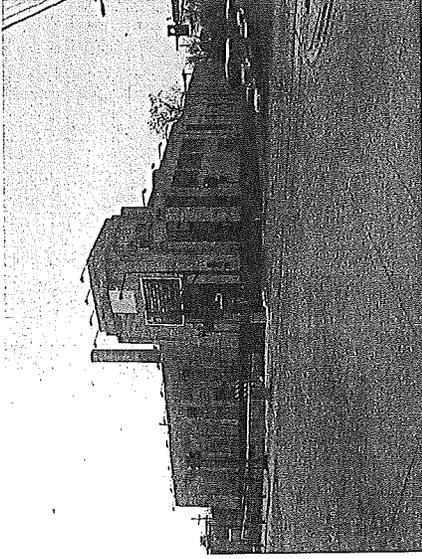
454 452



Looking southwest at site from W. University Avenue and Virginia Street



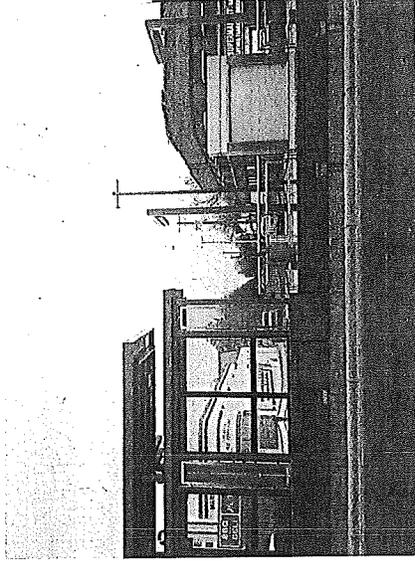
Looking northwest at site from Virginia Street and Aurora Avenue



Old Home Foods building at University & Western Avenue, northwest portion of site



Looking south on Virginia Street across University Avenue



Looking north on Virginia Street across University Avenue



Looking east on University from Western, Old Home site is on right

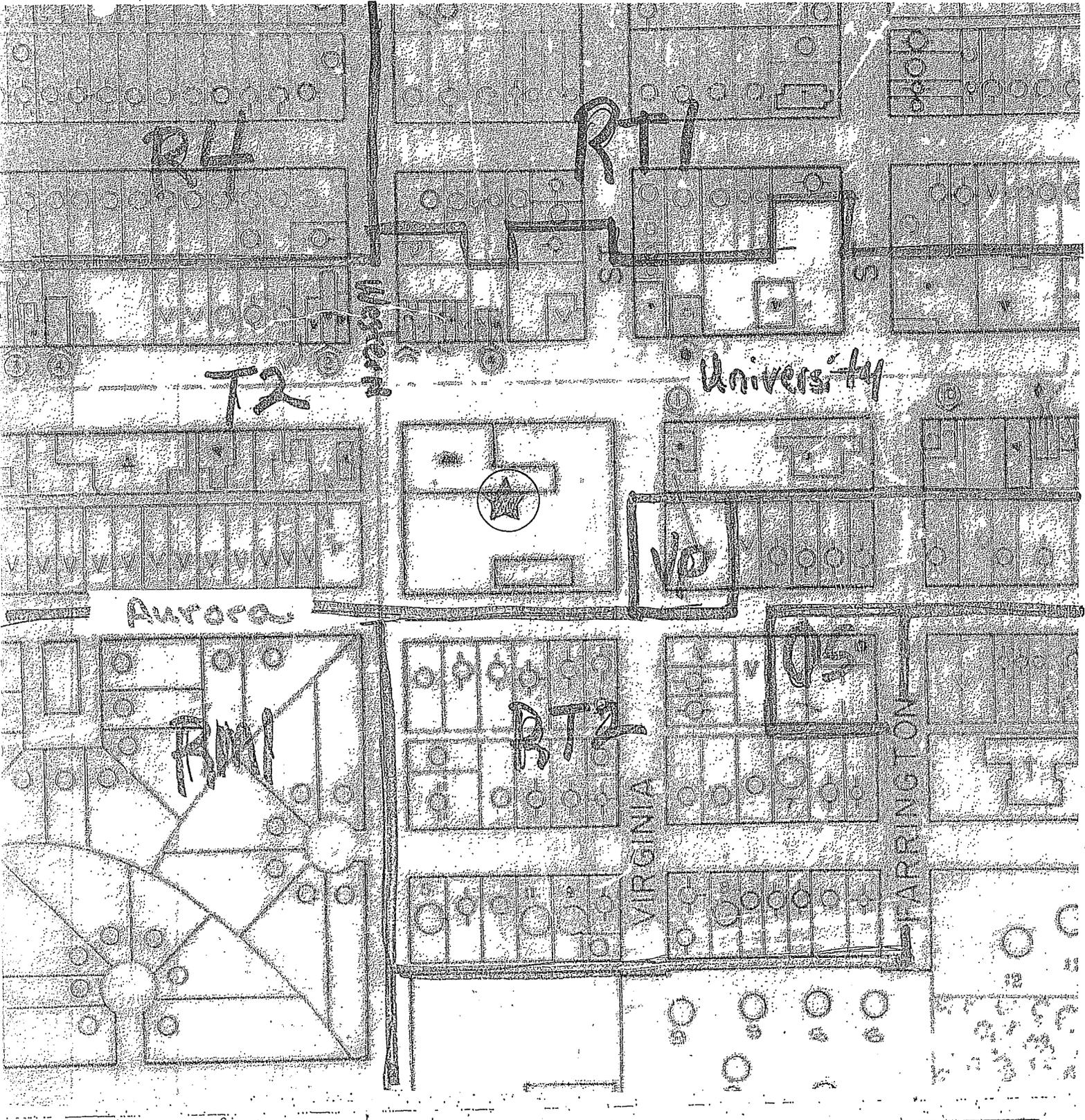
### Photos for Old Home Site, 370 W. University Avenue

# GISmo Oblique Photography

Images courtesy of: Microsoft® Virtual Earth™ 2006

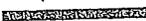
Show Dashboard  Show Reference Map





APPLICANT Old Home Plaza  
 PURPOSE Conditional USE Permit  
 FILE # 13-172049 DATE 4-9-13  
 PLNG. DIST 8 Land Use Map # 20  
 Zoning Map # 15

LEGEND

-  zoning district boundary
-  subject property
-  one family
-  two family
-  multiple family
-  commercial
-  industrial
-  vacant



SCALE 1" = 400'