



CITY OF SAINT PAUL

Melvin Carter, Mayor

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DATE: January 29, 2020

TO: Comprehensive & Neighborhood Planning Committee,
Planning Commission

FROM: Bill Dermody, City Planner

RE: Religious Accessory Uses Zoning Study

ISSUE/BACKGROUND

On February 1, 2019, a United States District Court settlement agreement became effective that committed the City of Saint Paul to initiate a zoning study within one year that “propose(s) amendments to the City’s zoning ordinance to establish a better process for land use applications for religious organizations.”

The impetus for the settlement agreement was a City Council decision regarding First Lutheran Church’s desire to lease space to Listening House for “a low-barrier community center that serves an ethnically diverse group of low-income, homeless or lonely adults.” (ZF# 17-060690) City Council approved the use (upon appeal of Planning Commission action), but with conditions objectionable to the property owner, including some conditions usually applied to home occupations. It became evident to all parties that clearer standards for accessory uses on religious properties are necessary. The City’s processes for making those decisions must also be made clear. Importantly, the constitutional and Religious Land Use and Institutionalized Persons Act (RLUIPA) rights of religious institutions will need to be taken into proper account in any code or process revisions.

STAFF RECOMMENDATION

Staff recommends that the Comprehensive & Neighborhood Planning Committee recommends initiation of the Religious Accessory Uses Zoning Study.

Attachments

1. Draft Planning Commission resolution to initiate study
2. U.S. District Court Settlement Agreement (Case No. 18-cv-00954)

city of saint paul
planning commission resolution
file number _____
date _____

WHEREAS, the United States District Court settlement agreement for Case No. 18-cv-00954 requires the City of Saint Paul to “initiate and proceed with... a zoning study to propose amendments to the City’s zoning ordinance to establish a better process for land use applications for religious organizations”; and

WHEREAS, the Zoning Code lacks clear standards for accessory uses on religious properties; and

WHEREAS, Section 61.801(a) of the Zoning Code calls for periodic review of said code to reflect current city policies and to bring the zoning code up-to-date.

NOW, THEREFORE, BE IT RESOLVED, under provisions of Section 61.801(b) of the Legislative Code, that the Planning Commission initiates a zoning study to consider amendments to the Zoning Code pertaining to accessory uses on religious properties, and other connected regulations contained in the Zoning Code.

moved by _____
seconded by _____
in favor _____
against _____

UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

First Lutheran Church, St. Paul,
Ramsey County, Minnesota,

Plaintiff,

vs.

The City of St. Paul,

Defendant.

Case No. 18-cv-00954 JRT/KMM

SETTLEMENT AGREEMENT

I. INTRODUCTION

- A. This Agreement is a compromise and settlement of disputed claims, and does not constitute a determination of entitlement or liability with respect to the claims asserted in First Lutheran’s Complaints.
- B. The City acknowledges that RLUIPA is an important and central aspect of its land use decisions and will be a primary consideration in processing and responding to future land use applications.

II. AGREEMENT

A. First Lutheran and the City

First Lutheran and the City agree that as of the date of this Settlement:

- 1. First Lutheran Church is located in a RT-1 Zoning District.
- 2. A “Principal Use” or “Main Use” is defined by the City as the “principal use to which the premises are devoted.” City of St. Paul Zoning Code, Section 60.217.
- 3. Churches, chapels, synagogues, and places of worship are all permitted “Principal Uses” in an RT-1 Zoning District. City of St. Paul Zoning Code, Section 66.221.
- 4. “Accessory Use” is defined by the City in relevant part as a “use which is clearly incidental to, customarily found in connection with, and [...]located on the same zoning lot as, the principal use to which it is related.” City of St. Paul Zoning Code, Section 66.910.

5. In the Court's ruling on July 2, 2018 in its Memorandum Opinion and Order Granting in Part Plaintiff's Motion for Preliminary Injunction, the Court found that First Lutheran's partnership with Listening House is a form of First Lutheran's religious exercise.

B. St. Paul City Council Resolution 18-145 and St. Paul City Council Resolution 18-2050.

1. In related litigation, the City has already consented to entry of judgment requiring the St. Paul City Council to rescind St. Paul City Council Resolution 18-145 and has now replaced it with St. Paul City Council Resolution 18-2050.
2. The City affirmatively states that Listening House has the lawful right to occupy the basement of First Lutheran, subject to all local building, fire and safety codes, pursuant to the Settlement Agreement between the City of St. Paul and Listening House dated November 2, 2018.

C. No Admission of Liability

1. This Agreement shall not be construed as admission of liability on the part of the City of St. Paul. The parties further agree that this Settlement Agreement and Release contains the entire Agreement between the parties hereto and that the terms of the Settlement Agreement and Release are contractual and not a mere recital.

D. Attorneys' Fees, Costs and Expenses.

1. All claims by First Lutheran's counsel for reasonable attorney's fees, costs and expenses which could have been or should have been made under 42 U.S.C. § 1988(b) on or before this date in this action are to be brought by motion before the Court. Pursuant to Fed. R. Civ. P. 54(d)(2)(B)(i), First Lutheran's motion for attorney's fees, costs and expenses shall be filed no later than 14 days after the entry of Judgment by this Court.

E. Notice to Public and Complaint Procedures

1. *Internet Posting.* Within 30 days after the Effective Date of this Agreement, the City shall post and maintain on the zoning page of its website (<http://www.St.Paul.gov>) a prominent link to a notice stating the following in type equivalent in size to the majority of other type on the page for 180 days. The notice shall read:

The Religious Land Use and Institutionalized Persons Act (“RLUIPA”), 42 U.S.C. § 2000cc(a)(1) and 5(7), provides that no government shall impose or implement a land use regulation in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless the government demonstrates that imposition of the burden on the person, assembly or institution is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest.

The City of St. Paul acknowledges that RLUIPA is an important and central aspect of its land use decisions, and is a primary consideration in processing and responding to land use applications made to the City.

2. *Notice to Future Religious Use Applicants.* Within 180 days after the Effective Date of this Agreement, the City will add language to the appropriate zoning application forms that includes language that shall state “If you are a religious institution you may have certain rights under RLUIPA. Please check this box if you identify as a religious institution.”
3. *Duration.* Unless otherwise required by law, the City agrees that the above notice will remain on the zoning application form a minimum of three years.

F. Training

1. The City agrees to implement training regarding RLUIPA for all zoning and planning staff responsible for processing zoning and land use applications. The City agrees that all City Attorneys that typically encounter land use issues will stay up to date on RLUIPA provisions and case law.
2. The City will provide an electronic copy of the Settlement Agreement to the Mayor and all City Council members.
3. Training will occur once within six months of the Effective Date of this Settlement Agreement and will be provided to all new staff within six months of their date of hire.

4. The City will be allowed one 30 day extension for the above-mentioned training.
5. The agreement regarding training will remain in effect for three years from the Effective Date of this Settlement Agreement.

G. Remedial Zoning Study

1. The City will initiate and proceed with, within one year of the Effective Date of this Settlement Agreement, a zoning study to propose amendments to the City's zoning ordinance to establish a better process for land use applications for religious organizations and the study will be completed within three years of the Effective Date of this Settlement Agreement.
2. The final results of the above-mentioned zoning study should be provided to First Lutheran and its counsel.

H. Reporting, Record-Keeping, and Monitoring

1. The City will maintain all non-privileged documents and make them available as required by the Minnesota Data Practices Act.

I. Compliance and Enforcement

1. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If First Lutheran claims that the City has failed to perform in a timely manner any act required by this Agreement, or has otherwise not acted in conformance with any provision thereof, whether intentionally or not, Counsel for First Lutheran shall notify the City in writing of its concerns. The City shall have 15 days from the date of the notification to cure the alleged breach.
2. If the Parties are unable to reach a resolution within 15 days, First Lutheran may file a lawsuit for breach of this Agreement, or any provision thereof.

J. Duration, Execution, and Other Terms

1. This Agreement is effective when it is signed by both City Council and First Lutheran's Church Council (the "Effective Date").

2. This Agreement constitutes the complete agreement among the Parties.
3. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.
4. This Agreement is binding on the parties and their transferees, successors, heirs and assigns.
5. This Agreement is a public document. The Parties agree and consent to the City's and First Lutheran's disclosure of this Agreement and information concerning the terms of this Agreement to public.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FIRST LUTHERAN CHURCH,
ST. PAUL, RAMSEY COUNTY,
MINNESOTA

By: Bret Byfield
Its: Council President
Date: 1/24/19

COZEN O'CONNOR

By: EB
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ATTORNEYS FOR DEFENDANT

THE CITY OF ST. PAUL

By: _____
Its: _____
Date: _____