



# City of Saint Paul

City Hall and Court House  
15 West Kellogg Boulevard  
Hearing Room 330  
651-266-8560

## Minutes - Final

### Licensing Hearing

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Monday, March 18, 2019

10:00 AM

Legislative Hearing Room 330, City Hall

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#### Discussion

- 1 [SR 19-19](#) License Application Summary for The Midway Entertainment Group LLC (License ID#20190000177), d/b/a Gibsons Booze Food and Fun, David Tolchiner, owner, 612-759-4900

**Attachments:** [Class N Application](#)  
[Floor plan with interior pictures](#)  
[STAMP Activity Report](#)  
[Google Street Photos](#)  
[Incident Report](#)  
[District Council Correspondence](#)  
[Email of Objection](#)  
[Aerial Photo](#)  
[Zoning Map](#)  
[Plat Map](#)  
[AMANDA Print Screen](#)  
[100' Property Ownership](#)  
[Class N Notification](#)  
[Notification of License Hearing](#)  
[Notification to Non-City Parties](#)  
[License application withdrawal 05-29-19](#)

**Received and Filed**

10:30 a.m.

- 2     [SR 19-20](#)     License Application Summary for The Midway Entertainment Group LLC (License ID#20180004578), d/b/a The Midway Saloon, David Tolchiner, owner, 612-759-4900

**Attachments:**     [Class N Application](#)  
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                          [Class N Notification](#)  
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                          [Notification to Non-City Parties](#)

*The hearing was called to order at 10:00 a.m.*

*Staff Present: Kristina Schweinler, Department of Safety and Inspections (DSI)*

*Licensee: David Tolchiner, Applicant/Owner*

*License Application: Liquor On Sale - 100 Seats or Less, Liquor On Sale - Sunday, Liquor On Sale - 2 AM Closing, Entertainment (B), Gambling Location*

*Other(s) Present: Tyler Forsythe, neighbor*

*Legislative Hearing Officer Nhia Vang confirmed that Mr. Tolchiner was the applicant for both businesses, 1553 and 1567 University.*

*Ms. Vang made introductory comments about the hearing process: This is an informal legislative hearing for a license application. This license application required a Class N notification to inform neighbors and the District Council about the application and provide them with an opportunity to submit comments. The City received correspondence of concern/objection, which triggered this hearing. Ms. Vang noted that the City also received a 45-day waiver notice from the district council and the Council had approved both licenses. Kris Schweinler, Department of Safety and Inspections (DSI), stated that there were still items outstanding and the licenses had not been issued yet.*

*The hearing will proceed as follows: DSI staff will explain their review of the application,*

and state their recommendation. The applicant will be asked to discuss their business plan. Members of the community will be invited to testify as to whether they object to or support the license application. At the end of the hearing, the Legislative Hearing Officer will develop a recommendation for the City Council to consider. The recommendation will come before the City Council as a resolution on the Consent Agenda; the City Council is the final authority on whether the license is approved or denied.

*Minutes:*

Ms. Schweinler said they were recommending approval with conditions of the on-sale liquor license and supporting licenses, and there were three conditions on 1567 University Avenue.

1. Licensee will create a video surveillance camera and lighting placement plan (video surveillance plan) for the interior and exterior of the licensed premises. Licensee will submit the video surveillance plan to the Saint Paul Police Department (SPPD) liaison with the Department of Safety and Inspection (DSI) for review and approval. In accordance with the approved video surveillance plan, licensee will ensure that video surveillance camera system is in good working order, ensure it is recording 24 hours per day, ensure it can produce recorded surveillance video in a commonly used, up-to-date format, and ensure that accurate date and time of day are visible on all recorded video. Licensee will retain surveillance video for a minimum of thirty (30) days. If an incident is deemed serious by SPPD, licensee shall make surveillance video immediately available for viewing by SPPD. If a copy of the surveillance video for a serious incident is requested by SPPD, Licensee shall have the technology, materials and staff available to immediately make the copy. In all other cases, licensee shall provide a copy of the surveillance video to the requestor within 48 hours.
2. Licensee will insure that daily inspection of the perimeter of the licensed premises takes place. Any trash, debris, cigarette butts, bottles, cups or similar materials shall immediately be removed.
3. Licensee agrees to complete work on the SPPD approved video surveillance camera and lighting placement plan (video surveillance plan) in accordance with SPPD plan requirements by 04/05/2019.

Ms. Vang asked whether the Entertainment B application required a new petition process. Ms. Schweinler said they didn't require a new petition process if the license was existing.

Ms. Vang asked Mr. Tolchiner to tell her about the business.

Mr. Tolchiner said his company had been in the neighborhood for over 10 years. He said they were in the commercial real estate business, and rented spaces to neighborhood goods and services in the city. He said they'd purchased his office at 1549 University 10 years ago, and had renovated the building and changed the nature of the tenancy from what was a band practice space to non-profit Dress for Success, which had just renewed its lease, and had recently added another non-profit called Small Sums. He said over the last ten years he had renovated the parking area and done quite a bit improve the area; he said they owned half of the parking area on Sherburne, and other half was owned by the owners of Christensen's Saloon. He said over the years they had conversations about purchasing their property, and about a year ago got into a more serious conversation and put a deal together to purchase the bar and associated parking. He said he developed a plan that was neighborhood-friendly and a concept that was similar to what they had been doing. He said Christensen's Big V's had been around since 1892. He said they had taken it over

*the previous week, and his understanding was that there had been no issues with the City or with licensing over the last 40 years that the establishment had been at that location. He said it was a low-key operation, and their plan was to continue with a low-key saloon, expanding on the things the existing business was doing well, including a broader offering in whiskey and beer and adding a small kitchen. He said the previous business had the entertainment license, and at points had live music every night, but eventually went down to one night a week, which he was continuing.*

*In the meantime, Hot Rods, at 1567 University, had been a problem for him as a neighbor. He said Hot Rods didn't have a parking area, and his was littered with trash. He said because of fighting and other problems they either surrendered or lost their license, and, with the stadium coming, he saw the opportunity to become an entertainment mecca. He said his approach was that he wanted to be an entertainment venue and not a nightclub, and he believed there was a great distinction between the two. He said he owned the vacant lot in between and eventually his plan was to add a patio and broader restaurant offerings, and to have two different venues – Gibson's at 1553 University and the other (1567) being The (Midway) Saloon, and sharing a patio. Ms. Vang asked whether he would be applying for a patio license for both businesses. Mr. Tolchiner said if they made it through the next six months in a very competitive business, they would apply for a patio license. Ms. Vang asked which business it would be attached to. Ms. Schweinler the patio would be for both businesses, and the intent was to do one contiguous business with one liquor license to cover the whole area. In response to a question from Ms. Vang, Ms. Schweinler described the requirements for that process, which would include a petition requirement. Mr. Tolchiner said that would also involve a fair amount of expense, and they weren't there yet. He said Hot Rods, 1553 University, would become Gibson's - a different venue, not a nightclub, but a place for neighbors and others to come have a good time. He addressed Mr. Forsythe and said, as his neighbor, part of his reasoning behind it was to protect the rest of the block. He said The Midway Saloon or Christensen's had been around for a long time and never created any issues, and that was his goal. He said they had put a security plan in place to support that, and his intent is to be a great neighbor and make the area better. He said they were not looking to be open until 2:00 a.m., although they might, in the case of a large event, but they were keeping the current closing time of 1:00 a.m.*

*Neighbor Tyler Forsythe asked for clarification of the how the petition requirement distance was measured. Ms. Schweinler said it would be sent to residents and properties owners of residential properties w/in 300' of the property line for the combined property.*

*Ms. Vang asked about days and hours of operation. Mr. Tolchiner clarified that the deal for the purchase of 1553 University fell apart for the time being; he said they still hoped to put it together but as of the moment, they didn't have an existing purchase agreement. Ms. Schweinler said right now it was on hold, and only thing they were pursuing at this time was 1567. She said since Mr. Tolchiner owned the property in between, he could still do a patio for 1567. Ms. Vang confirmed with Ms. Schweinler that the application for 1553 was not being withdrawn, and said she might have to call that back for a hearing. Mr. Tolchiner said he hoped to alleviate any concerns, and wanted (Mr. Forsythe) as a customer, and hope to create something that would be around for a long time. He asked if another hearing would be required for 1553 if there were no others concerns. Ms. Vang said she would like to have a conversation on the record to be transparent and close it tight in case there were other issues. She asked if Mr. Tolchiner could provide an estimated time frame. Mr. Tolchiner said he hoped to have a deal that week.*

Ms. Vang noted that Mr. Tolchiner had mentioned a menu; she asked if there was currently a kitchen. Mr. Tolchiner said the current offering at Midway Saloon was frozen pizza, but they hoped to change that soon. Ms. Vang asked whether he was applying for a food license; Ms. Schweinler said they had to have that even for the pizza. Mr. Tolchiner said they planned to add fresh made pizza.

Ms. Vang asked about staffing for 1567 and also for 1553. Mr. Tolchiner said 1553 would have a larger staff requirement; he said they are required to have security on the weekend after 9:00 p.m. and by choice would be having it during the week. He said because they owned both halves of the parking, they could close it off and limit entrance and exit, which would benefit the block as a whole. He said they planned to make access limited to Sherburne, and the long-term plan was to have an attendant, and they had talked to Planning at one point about putting speed bumps in the alley. He said long term ideals would be, if they were able to acquire one or two parcels, it would be to close off the alley. He said that as a neighbor, he plowed the alley; he said they were really trying to make the business great by making the area great.

Ms. Vang confirmed with Mr. Tolchiner that the security plan was for both establishments; she asked whether it was interior or exterior. Mr. Tolchiner said the parking attendant wouldn't necessarily be a security person, but both lots were currently completely under video recording. He said they had been very helpful with police in using those recordings to deter and assist when there has been an issue with various things in the area. He said there would be interior and exterior security, and the exterior would coincide with the parking. Mr. Tolchiner said the parking attendant would serve as the exterior security, and on weekends Hot Rods (1553) would have two interior, and Midway would have one. Ms. Vang asked whether the interior security person would just check IDs. Mr. Tolchiner said they would have someone checking IDs on weekends at The Midway, and someone at the back for security; he said the person checking IDs wouldn't necessarily be security.

Ms. Vang asked how many other staff there were. Mr. Tolchiner said he was half of it, and his fiancée was part of it as well. He said they had one person who was with Big V's (the previous business), and a maintenance person from his office who provided maintenance. He said part of his conditions were that they patrolled the perimeter daily and took care of maintaining the area. He said along with the shared maintenance person, there would be a bar assistant and two bartenders in addition to himself and his fiancée. In response to a question from Ms. Vang, he said Gibson's (1553) would have two security staff and more bar assistants.

Ms. Vang noted the parking issues and asked how staff would commute to work. Mr. Tolchiner said his preference would be that they take the train, but if they drove they would park in the lot which could accommodate 40 to 50 cars. Ms. Vang asked about lighting in the lot, and how its impact on neighbors was being minimized. Mr. Tolchiner said when they did the parking lot about four years ago they added a great deal of lighting on poles, and it was very well-lit now. He asked Mr. Forsythe whether as a neighbor he thought it was well-lit. Mr. Forsythe said that was part of the reason he was present. Mr. Tolchiner said they would be adding lighting to other buildings they had on the block – 1549, 1569, and 1567; they were all getting LED lighting, and assuming they got 1553 they would add lighting to that as well. He said some of the lights there were through Xcel and they were due to be replaced as well, so it would be very well-lit. He said security back there had always been an issue and focus due to Dress for Success clients, and something he didn't take lightly. Ms. Vang confirmed with Mr.

*Tolchiner that the 40 to 50 parking spaces was also for their other buildings on the block; she said she assumed they closed and wouldn't have an impact in the evenings. Mr. Tolchiner said the appeal for purchasing the other half of the parking lot was that it would provide terrific parking for his office during the day and be available for The Saloon and, potentially, Gibson's.*

*Ms. Vang asked Ms. Schweinler whether there were any additional parking requirements for this establishment. Ms. Schweinler said there were no parking requirements on University Avenue.*

*Ms. Vang noted that Mr. Tolchiner's business was commercial real estate; she asked whether he had work experience with this type of business. Mr. Tolchiner said he had not directly been in the bar business but was in retail for 15 years, his father had a business on University and he spent immense amounts of time there, and his former in-laws were in the restaurant business for over 100 years and he was around that on an ongoing basis, and his fiancée was a manager of several bars and restaurants. Ms. Vang referred to information on the Class N application, and asked Mr. Tolchiner whether his fiancée would be managing both businesses, if the other went through. Mr. Tolchiner said that was correct. Ms. Vang asked whether there would be an assistant manager to address problems, given the long hours. Mr. Tolchiner there would be, and that he (Mr. Tolchiner) would be there as well, and his background was such that he was comfortable handling the nuances inherent to this type of establishment.*

*Ms. Vang asked what time do they opened. Mr., Tolchiner said currently they opened at noon, and he anticipated they would open at 11:00 a.m. so they could offer lunch. He said they closed at 1:00 a.m.*

*Ms. Vang asked about the schedule for trash pick-up and liquor deliveries. Mr. Tolchiner said it depended on the vender; he said there were four or five deliveries a week through the alley. Ms. Vang asked whether the trucks parked in the alley. Mr. Tolchiner said they did, for all of the various businesses that took deliveries. Ms. Vang asked whether they blocked the alley. Mr. Tolchiner said it depended on where they parked; typically, people were able to get around them. He said with the loss parking on University, it was an issue but not an obstacle and seemed to be somewhat self-correcting. He said some deliveries come to the front, and the trucks turned on their flashers; area businesses hadn't created delivery policies. He said he'd done some research into similar situations in other cities, and the policies seemed to be that deliveries had to be before a certain time.*

*Ms. Vang asked about the trash and recycling pick-up schedule. Mr. Tolchiner said they had weekly pick-up. He said in the parking area they had a structure that housed our garbage and would be able to combine their business with the bar as well. Ms. Vang asked about bottles and recyclables. Mr. Tolchiner said in St. Paul commercial recycling had been precarious, but they were working on it. He said they had weekly pick-up, their garbage area was enclosed, the recycling was precarious, but he was focused on making sure they did it properly. Ms. Vang asked when staff emptied bottles. Mr. Tolchiner said from what he'd seen as a neighbor they did it in the earlier part of the day and not at night. Ms. Vang said neighbors were already impacted by patrons leaving the establishment, and the City wanted to minimize additional impacts on neighbors.*

*Ms. Vang said she would withhold additional questions and invite the neighbor to testify.*

*Tyler Forsythe (1559 Sherburne Ave) said he owned and resided in the fourplex and so had four residences across from the parking lot in question. He said the hearing format felt confrontational, but he was excited at the prospect of the businesses and supported the licenses, and his concerns were noise abatement and light trespass. He said he didn't expect any changes to the existing lighting in the parking lot, but the extremely bright lighting was not helpful for the sleeping rooms facing Sherburne. He asked for license conditions to any modifications to the lighting asking for shielded fixtures to minimize light trespass off the property, as well as low color-temperature lighting, below 3000k. He said bright lighting had been associated with decreased crime at the source of the light but an increase in crime and disturbance in the darker areas around the light. He said he was just asking that the light remain on the property and not disrupt the sleeping patterns of the residents of adjacent properties, and likewise with the noise. He said the saloon had never been an issue with the noise, but the parking lots were the issue from patrons of Hot Rod's. He said if the license for 1553 came back up he would ask for exterior security or an attendant in the parking lot from whatever time is deemed appropriate until everyone was gone. He said he was sensitive to the fact that that was a staffing cost.*

*Mr. Tolchiner said he appreciated that Mr. Forsythe didn't want it to be confrontational, and if Mr. Forsythe ever had an issue, he (Mr. Tolchiner) was there all the time. He said if it was an issue for Mr. Forsythe it was also an issue for him, and probably for other neighbors who were not coming forward. He said the noise Mr. Forsythe was speaking of created problems for him as well as a business owner. He said security was a huge issue for him, for his employees, himself, and his kids who were there. He said they would have great security there. Ms. Vang clarified that with Gibson's, the security personnel requirements would stay on the license. Mr. Forsythe said the City did have an issue with people taking alcohol off the premises, and if the 1553 license did come back he would feel very uncomfortable not asking for it to be addressed since it was such a sustained issue. He said it did sound like it's something Mr. Tolchiner was also concerned about and would address. Ms. Vang said the parking lot attendant would help alleviate the problem and she hoped Mr. Tolchiner would direct his staff to monitor it. Mr. Tolchiner said the thing that was happening was that people would go to the liquor store, buy booze, and sit in his parking lot, and crank up their music.*

*Mr. Forsythe said his concerns about noise were relating to the patio that appeared on the renderings but wasn't in the license being considered, so his concerns were related to the lighting.*

*Ms. Vang noted that Mr. Tolchiner had until April 5 to submit a video surveillance camera and lighting placement plan. Mr. Tolchiner said he was meeting with staff on Friday to go through the plan he had submitted. He noted that his current building monitored the parking lot and they had cameras throughout the area and had been monitoring it for years. He asked Mr. Forsythe if the current lighting was a problem. Mr. Forsythe said it was but he didn't expect changes to the existing lighting during its life span. He said his concerns related to any new lighting and to light trespass and the color temperature. Mr. Tolchiner said any additional lighting on the buildings would shine straight down. Ms. Vang asked whether the light plan was reviewed by the same person as the security plan. Ms. Schweinler said it was police officers, and they would be looking at lighting to support the security cameras.*

*Ms. Vang asked Ms. Schweinler if they'd ever asked for conditions related to lighting. Ms. Schweinler said a lot of the lighting they were talking about was City or Xcel lighting. She said they had to pull permits to put any kind of electrical lighting on the*

*building or parking lot, and the inspector would make sure there were shields and the candle foot wattage didn't go beyond what it should. Mr. Tolchiner said the challenge had become to make the back of the buildings look like the front of the buildings, because that's where all the access was now.*

*Ms. Vang said discussed lighting condition; whether it's being added or not, it's that Mr. Tolchiner was aware and would be working with the existing lights and making sure they had minimal impact. Mr. Forsythe asked for confirmation that lighting was not the kind of thing where a condition could cover. Ms. Schweinler said they had put conditions on for additional lighting in specific locations but that was usually to support the surveillance cameras. She said they had added and subtracted lighting from licensees in the past in response to neighbors' concerns, so it was something they could look at.*

*Ms. Vang asked Mr. Tolchiner whether he would be open to a condition related to any additional lighting. Mr. Tolchiner said he had no need to increase the parking lot lighting, so any additional lighting would be in front or pre-alley and shining down. He said he wasn't necessarily opposed to a condition except that it would create an extra step for him if he had to change something, but objectively they were on the same page. He said Mr. Forsythe could certainly come over and talk to him if he found something to be a problem. Ms. Vang said Mr. Forsythe could also contact the DSI complaint line.*

*Mr. Forsythe said since it wasn't addressed in City code it had to be addressed on an establishment by establishment basis. Ms. Vang said she didn't think it would hurt, although she knew it would create an extra step for Mr. Tolchiner, she felt it was a reasonable request. Ms. Schweinler asked Ms. Vang what she was getting at, and advised that she not go there.*

*Mr. Tolchiner asked Mr. Forsythe how he would describe what he was asking for in terms of lighting on the buildings pre-alley. Mr. Forsythe said he understood what Mr. Tolchiner's plan was, but without a condition it would allow something that would further negatively impact the usefulness of his property. Mr. Tolchiner asked Mr. Forsythe if he would be comfortable with a condition relating to lighting added to the parking area; he said he didn't believe the building lights would impact him. Mr. Forsythe said even an unshielded light on the building would cross the street. He said he could see that Ms. Schweinler had strong feelings about it.*

*Ms. Schweinler said she had no strong feelings about anything. She said if there were a condition it would be that all lighting applied to the building be shielded; the alley became Public Works, and the parking lot was Mr. Tolchiner but also Xcel. She said street lighting was Xcel. Mr. Forsythe said that (shielding of lights on the building) was all he was asking; he asked eventual replacement of parking lot lights would be a licensing issue at that time. Ms. Schweinler said she wasn't sure what was in the parking lot that was private and not Xcel. Mr. Tolchiner said the lights that were put up was added five years ago, and they were LED lights that shined down as much as possible. Mr. Forsythe said they were partially shielded and about 4000K. Mr. Tolchiner said they wanted to make the area as secure an environment as possible but didn't want to disturb neighbors and he hadn't thought about the notion that it was too bright. He said he felt he and*

*Mr. Forsythe were on the same page. Mr. Forsythe agreed and said he was pleased with everything Mr. Tolchiner had said about wanting to make the block better.*

*Ms. Schweinler said they had had complaints on lighting in the past, and in that case*



*an inspector would go out to measure. She said there were ways to condition the license so that lighting added to the building be shielded to prevent light from going off the property. Mr. Forsythe said that's what he was asking. Mr. Tolchiner asked Mr. Forsythe whether he would be comfortable with his assurance that he would address it; he said he had been there ten years and didn't want to antagonize Mr. Forsythe as a neighbor and would do whatever he was comfortable with. Mr. Forsythe said he knew what he wanted, but saw and heard that it was not the consensus, and he would be fine with that. Mr. Tolchiner said as a neighbor, Mr. Forsythe could come over and talk to him if he felt the lights were encroaching, and he would address it. He said his intent was to be there for a long time.*

*Ms. Schweinler said she was not a light expert but they had had issues where there was almost too much lighting and it created shadows and opportunities, and it did take an expert to look at things and see what was best for the entire surrounding community. Mr. Tolchiner said being aware of Mr. Forsythe's concerns would help him in picking out what he was going to do.*

*Ms. Vang said she was hearing a couple of things: that Mr. Forsythe may be okay if Mr. Tolchiner was cognizant of his concerns, but also that they could have a conversation, given that they were neighbors and had businesses across from each other. She said there was always the option to contact the City to take a look at and enforce it. She said given that the lighting was not too disruptive to Mr. Forsythe now, and the intention was to keep it the way it was, she hoped that would be satisfactory to Mr. Forsythe.*

*Ms. Schweinler asked whether the current lighting was problematic. Mr. Forsythe said it was, but he didn't expect modification of the current lighting, but didn't want it to get worse if there were modifications or additions to the business.*

*Ms. Vang said she knew it was difficult but could a condition be added to address if and when. Ms. Schweinler said all of the conditions came on at different times than when they first obtained the licenses. She said most of the conditions at Hot Rods had been added in the previous year, and the department was at the point of revoking the license but allowed the previous licensee to surrender the license and close, so the property could be sold and obtain a new liquor license.*

*She said there was always the opportunity to add conditions; if they were agreed upon by the licensee there was no problem, otherwise it required an adverse action. Ms. Vang asked if something could be drafted to reassure Mr. Forsythe. Mr. Forsythe reiterated that it only needed to address new or modified lighting. Ms. Vang asked Mr. Tolchiner if he was okay with the possibility of adding that. Mr. Tolchiner said his preference would be to just do it in an amicable fashion, but if Mr. Forsythe was adamant that it be a condition it would not create an issue. He said his fear was that it became subjective with lumens and the shielding. He said give that they both had the same intent, he asked to be given the opportunity to not have it be a condition. He said he'd been there for ten years, and thought Mr. Forsythe had seen the property had only gotten better. He said he was not opposed, but his preference was not to incorporate more particulars or more requirements. Mr. Forsythe said he heard the concerns about it being subjective; he said there were standard definitions of light trespass and light color temperature. Mr. Tolchiner said floodlight LEDs for surface lighting were typically white light, and that's why it was shielded, and he wanted to cover the area. He said Mr. Forsythe's fourplex was 160 feet away, and the shield was designed so the light was just behind their building. He reiterated his preference that there not be a condition but that Mr. Forsythe communicate his concerns. Mr. Forsythe*

said if Mr. Tolchiner spent \$2000 on lighting that did not meet Mr. Forsythe's conditions and was not subject to a license condition, Mr. Forsythe would potentially be left with months of wrangling rather than a fast recourse via enforcement of a license condition. He said he wanted to be able to trust Mr. Tolchiner and thought he could, but if this was a City license issue...Ms. Schweinler said lighting was not an issue usually addressed in conditions and she wasn't even sure how she would word it. Mr. Tolchiner asked if he could show Mr. Forsythe any lights before he purchased them; he said if Mr. Forsythe would agree to that he would be fine.

Ms. Schweinler said it sounded like Mr. Forsythe had experience with lighting; she asked how he would word the condition. Mr. Tolchiner said they would do shielded white lights that only covered his parking area. Mr. Forsythe said the addition of high-color lights, even if shielded, would still result in exposure to the light beyond the shielding. Mr. Tolchiner said again he'd be happy to show Mr. Forsythe the lights before purchasing them; he said he'd rather show Mr. Forsythe the lights than have to fit them to parameters that may or may not satisfy Mr. Forsythe's objectives. He asked whether that would be acceptable, and Mr. Forsythe could bring him back here if that didn't work. Mr. Forsythe said the recourse was not the same as if there were a condition on the front end. He said he was willing to assist in finding a shielded fixture with a low color temperature, but Mr. Tolchiner was continuing to say white light and that was part of the problem. Mr. Tolchiner said if the police liaison did not feel that was the best way to capture video...He said his only concern was the ability to identify an issue, such as an individual or a license plate.

Ms. Schweinler said the police would be looking mostly at interior video surveillance being supported by the lighting, and she knew from working with the police that bright white lighting can be blinding. She said if Mr. Tolchiner worked with a light technician he would find he could get the same coverage for security purposes with a lower colored light.

Mr. Tolchiner said if the lights on the back of the building carried across the street, he was doing something wrong with the design. He said his goal wasn't white light, necessarily; he asked whether that appeased Mr. Forsythe. Mr. Forsythe said he heard and appreciated Mr. Tolchiner's plan and preference, but was only asking for objective criteria that would apply to new or modified lighting, for instance color temperature less than 3000. Mr. Tolchiner asked if that was the guideline Mr. Forsythe wanted him to work with. Mr. Forsythe said he would prefer that it be in City code and not up for discussion at all, but since it was adjacent to a residential property, that was his concern relating to new or modified lighting. He said he felt that was a reasonable request of a business applying for a new license and already having plans for additional lighting. Mr. Tolchiner said he didn't have an issue saying that new or modified lighting be shielded or under 3000K. Mr. Forsythe clarified that it referred to color temperature and was 3000 degrees Kelvin.

Ms. Vang asked Ms. Schweinler to draft some language for here to consider and send it to Mr. Tolchiner. Mr. Tolchiner said it wasn't a contentious point and he had no problem appeasing the situation. Mr. Forsythe said he was excited for the business and glad Mr. Tolchiner was in full control of the parking lot.

Ms. Vang asked what type of entertainment was planned. Mr. Tolchiner said music and dancing, depending on the kind of music. Ms. Schweinler said that was allowed under the Class Entertainment license.

Ms. Vang asked about the gambling locations license. Mr. Tolchiner said it was pull

*tabs; he said the prior establishment worked with the Lions Club, and his own inclination was Boys and Girls Club.*

*Ms. Vang indicated that she had no additional questions to add. She said she was glad they could work out a condition that would reassure Mr. Forsythe. She said she didn't see a need to recommend anything else in addition to what was already approved by the City Council and would be recommending approval.*

*The hearing adjourned at 11:24 a.m.*

*The Conditions Affidavit was signed and submitted on March 20, 2019.*

**Received and Filed**

## **Adjournment**