

LICENSE HEARING MINUTES
Hmong Auto Service, 789 Rice Street
Thursday, August 21, 2014, 2:00 p.m.
330 City Hall, 15 Kellogg Boulevard West
Nhia Vang, Deputy Legislative Hearing Officer

The hearing was called to order at 2:00 p.m.

Staff Present: Jeff Fischbach, Department of Safety and Inspections (DSI)

Applicant: Chong Yang, Owner/Applicant

Others Present: Kerry Antrim, District 6 Community Council

Hmong Auto Service: Add an Auto Body Repair Garage license to the existing Auto Repair Garage license

Ms. Vang stated that this was an informal legislative hearing for a license application. This particular license required a Class N notification which means the neighborhood was notified and people had the chance to voice their concerns. The City received a letter of concern/objection which triggered the hearing. There were three possible results from this hearing: 1) recommend the City Council issue this license without any conditions; 2) recommend the City Council issue this license with agreed upon conditions; or 3) recommend the City Council not issue this license but refer it to the city attorney to take an adverse action on the application, which could involve review by an administrative law judge. The applicant will be required to sign a Conditions Affidavit demonstrating the understanding of the conditions.

DSI staff will explain their review of the application and state their recommendation. Ms. Vang said she will then ask the applicant to discuss their business plan. At the end of the hearing, she will make a recommendation for the City Council to consider. Her recommendation will be on the Consent Agenda; the City Council is the final authority on whether the license is approved or denied.

Mr. Fischbach explained the history of the business. Mr. Yang had operated his repair garage at this location for quite some time. Earlier in 2014, Gustavo Rivera applied for a second-hand dealer license, which was granted, for East Side Auto Sales and operates on the same parcel of property as Hmong Auto Service. Mr. Fischbach said he had done a site inspection and found that Mr. Yang was not in compliance with the conditions of his license; there was exterior storage and he was doing auto body repair work on vehicles. He explained to Mr. Yang that he would need to add an auto body repair license to his existing license in order to do such work as installing bumpers, car doors, etc. He also needed to come into compliance with the existing license conditions and site plan. On subsequent inspection, he found Mr. Yang to be in compliance with the conditions.

Mr. Fischbach stated that the proposed license conditions were as follows:

1. Parking for customer, business vehicles, vehicles awaiting repair and the dumpster location shall be arranged as per the approved site plan on file with the Department of Safety and Inspections (DSI) dated 04/15/2014. The total number of vehicles parked on the property, inclusive of both licensed businesses (i.e., customer, employee, for-sale (for East Side Auto Sales (lic. ID #20130005356) business only), shop trucks, and equipment vehicles), shall not exceed a maximum of fifty-eight (58) at any time. At least thirteen (13) off-street parking

spaces must be provided for customer/employees (eleven (11) in the front area of the building adjacent to Rice Street, and two (2) on the south side of the building) as per the approved site plan. This customer/employee parking shall be maintained for the joint use by both licensed business on the premises. One handicapped van accessible parking space shall be provided south of the building and shall be designated with appropriate signage, displaying the international wheel chair symbol for accessibility. For-sale vehicles (for East Side Auto Sales (lic. ID #20130005356) business) shall not be displayed for sale and/or parked in the parking spaces intended as "customer parking" or "Hmong Auto Repair Parking" as shown on the approved site plan.

2. A fence shall be installed that separates the vehicle sales display area for East Side Auto Sales (located in the southwest corner of the property) from the Hmong Auto Repair Vehicle Parking area and the customer parking area (serving each of the licensed businesses). Vehicles for sale shall be designated with a price tag or similar form of marking in the windshield that identifies the vehicle with the respective dealership name.
3. Licensees shall be responsible for their business activities and any violation of the conditions of their license approval within their defined tenant spaces and exterior parking areas, and shall be jointly responsible for any violation within the common customer/employee parking area as shown on the approved plan dated 04/15/2014. This includes, but is not limited to the maximum number of vehicles allowed to park in these areas, and any exterior storage.
4. All vehicle parking spaces (including the vehicle sales display areas and customer parking spaces) shall be striped and maintained with painted lines on the paved surface, and a fence shall be installed and maintained in accordance with the approved site plan on file with DSI dated 04/15/2014. Striping and installation of the fence shall be completed by 06/01/2014. A fence permit and all required inspection(s) shall be obtained from DSI for its installation.
5. At no time shall vehicles associated with this business be parked in the driveway, maneuvering lane, or in the public right of way (e.g., street, boulevard, sidewalk, alley, etc.). This includes vehicles awaiting repair, customer/employee vehicles, or business vehicles. Maneuvering lanes on the property shall be maintained unobstructed to allow vehicles entering and exiting the site to proceed forward. Backing from the street or on to the street is prohibited.
6. Auto body repair and/or auto body spray painting is not permitted under this license or in the areas covered under this license.
7. No auto repair of vehicles may occur on the exterior of the lot or in the public right-of-way (e.g., street, alley, sidewalk, boulevard, etc.). All repair work must occur within an enclosed building.
8. Vehicles parked in the joint customer/employee parking area (i.e., "customer parking" as shown on the approved site plan) as described under condition #1 referenced above shall be completely assembled with no major body parts missing. Vehicles parked in the "Hmong Auto Repair Vehicle Parking" area (the northwest corner of the property as shown on the approved site plan) shall be in a substantially assembled condition.
9. The storage of vehicles for the purpose of salvaging parts is expressly forbidden. Vehicle salvage is not permitted.
10. There shall be no exterior storage of vehicle parts, tires, oil or any other similar materials associated with the business. Trash will be stored in a covered dumpster. Storage of vehicle fluids, batteries, etc. shall be in accordance with the Ramsey County Hazardous Waste regulations.
11. Licensee must comply with all federal, state and local laws.

12. Prior written approval and the necessary permit(s) shall be obtained from DSI before the installation of any signage. This shall include both permanent and temporary signage.
13. No banners, pennants, and/or stringers shall be permitted.
14. There shall be no display of vehicles for-sale and /or the sale of vehicles in the areas (both interior and exterior) covered under this license.

District 6 Planning Council submitted a letter of objection stating they believe the site is too small to support the addition of auto body repair, the site plan would have to be reconfigured to accommodate parking for vehicles associated with auto body repair work, and condition #8 stating "...vehicles parked in the Hmong Auto Repair Vehicle Parking area (the northwest corner of the property as shown on the approved site plan) shall be in a substantially assembled condition." is too ambiguous and needs clarification as to what defines "substantially assembled".

Ms. Vang asked Mr. Fischbach about the enforcement on parking per condition #1. Mr. Fischbach responded that East Side Auto and Hmong Auto Sales had the same conditions on both of their licenses. If a violation occurred concerning condition #1, both licensed businesses would be notified of the violation and both would incur adverse action if the violation(s) continued to occur.

Ms. Vang asked Mr. Yang to explain his business plan. Mr. Yang stated that he had operated his business at this location for the past 20 years. He employed two other employees and was opened from 8:00 a.m. to 5:30 p.m. Monday through Saturday. As far as doing auto-body repair work, many of his customers will go to Ace Auto Parts on Rice Street when they need to replace a door, bumper, or fender and come to him to install the parts. He did no painting, frame alignment or other type of body work as he did not have the equipment to perform such work.

Ms. Antrim stated that when the Land Use Committee of the district council met, they had an issue with the term "substantially assembled" as identified in the license conditions, and what that term signified. She had driven by the business that morning and noticed a vehicle parked in the lot abutting Rice Street, customer parking area, which appeared to be totally wrecked. She questioned whether the vehicle was being stored for a customer.

Mr. Fischbach asked Mr. Yang what he intended to do with this vehicle. Mr. Yang responded that a customer had been in a car accident and asked if they could leave the car in his lot so their insurance company could come out to assess the damage. He did not intend to repair the vehicle as he did not have the ability to make such repairs. He was charging the customer a fee in order to keep the vehicle on his property.

Mr. Fischbach responded that this would be considered storage of a vehicle parked in the customer/employee parking space which was prohibited under the license conditions. Mr. Fischbach then presented a document he had drafted as an addendum to the license conditions defining the term "substantially assembled" vehicles. There was much discussion amongst Mr. Fischbach, Mr. Yang, Ms. Antrim and Ms. Vang concerning the language included in the addendum. It was impressed upon Mr. Yang that he could not keep vehicles on his property for storage if he could not repair the vehicle himself and that he could not hold a vehicle on his property for longer than ten days. A compromise was reached concerning the parameters of what auto-body repair work Mr. Yang would be able to perform under his license (*see addendum which is made a part of this record*).

Mr. Fischbach recommended modifying/amending condition #8 and adding new conditions #9 and #13 to address the matter of “substantially assembled” per the definition agreed upon by Mr. Yang, Ms. Antrim, and Ms. Vang.

After reviewing all of the documents of record, Ms. Vang recommended accepting the modified/additional conditions as proposed by Mr. Fischbach. The conditions were agreed to by Mr. Yang. Ms. Vang said she will recommend to the City Council that they approve the license with the proposed conditions which are as follows:

1. Parking for customer, business vehicles, vehicles awaiting repair and the dumpster location shall be arranged as per the approved site plan on file with the Department of Safety and Inspections (DSI) dated 04/15/2014. The total number of vehicles parked on the property, inclusive of both licensed businesses (i.e., customer, employee, for-sale (for East Side Auto Sales (lic. ID #20130005356) business only), shop trucks, and equipment vehicles), shall not exceed a maximum of fifty-eight (58) at any time. At least thirteen (13) off-street parking spaces must be provided for customer/employees (eleven (11) in the front area of the building adjacent to Rice Street, and two (2) on the south side of the building) as per the approved site plan. This customer/employee parking shall be maintained for the joint use by both licensed business on the premises. One handicapped van accessible parking space shall be provided south of the building and shall be designated with appropriate signage, displaying the international wheel chair symbol for accessibility. For-sale vehicles (for East Side Auto Sales (lic. ID #20130005356) business) shall not be displayed for sale and/or parked in the parking spaces intended as "customer parking" or "Hmong Auto Repair Parking" as shown on the approved site plan.
2. A fence shall be installed that separates the vehicle sales display area for East Side Auto Sales (located in the southwest corner of the property) from the Hmong Auto Repair Vehicle Parking area and the customer parking area (serving each of the licensed businesses). Vehicles for sale shall be designated with a price tag or similar form of marking in the windshield that identifies the vehicle with the respective dealership name.
3. Licensees shall be responsible for their business activities and any violation of the conditions of their license approval within their defined tenant spaces and exterior parking areas, and shall be jointly responsible for any violation within the common customer/employee parking area as shown on the approved plan dated 04/15/2014. This includes, but is not limited to the maximum number of vehicles allowed to park in these areas, and any exterior storage.
4. All vehicle parking spaces (including the vehicle sales display areas and customer parking spaces) shall be striped and maintained with painted lines on the paved surface, and a fence shall be installed and maintained in accordance with the approved site plan on file with DSI dated 04/15/2014. Striping and installation of the fence shall be completed by 06/01/2014. A fence permit and all required inspection(s) shall be obtained from DSI for its installation.
5. At no time shall vehicles associated with this business be parked in the driveway, maneuvering lane, or in the public right of way (e.g., street, boulevard, sidewalk, alley, etc.). This includes vehicles awaiting repair, customer/employee vehicles, or business vehicles. Maneuvering lanes on the property shall be maintained unobstructed to allow vehicles entering

and exiting the site to proceed forward. Backing from the street or on to the street is prohibited.

6. Auto body repair and/or auto body spray painting is not permitted under this license or in the areas covered under this license.
7. No auto repair of vehicles may occur on the exterior of the lot or in the public right-of-way (e.g., street, alley, sidewalk, boulevard, etc.). All repair work must occur within an enclosed building.
8. ~~All vehicles parked on the property shall be completely assembled with no major body parts missing.~~ Vehicles parked in the joint customer/employee parking area (i.e., “customer parking” as shown on the approved site plan) as described under condition #1 referenced above shall be completely assembled with no major body parts missing. Vehicles parked in the “Hmong Auto Repair Vehicle Parking” area (the northwest corner of the property as shown on the approved site plan) shall be in a substantially assembled condition.
9. Licensee acknowledges that “substantially assembled” as referenced under #8 means (A) The vehicles is not missing any of the following major body parts: wheels, body panels (quarter panel, fender, etc.), doors, front/back window glass, trunk lid, or engine hood. (B) The vehicle is missing no more than ONE of the following major body parts: front bumper, rear bumper, or up to two (2) door glass windows (but the door must be on the vehicle).
10. The storage of vehicles for the purpose of salvaging parts is expressly forbidden. Vehicle salvage is not permitted.
11. There shall be no exterior storage of vehicle parts, tires, oil or any other similar materials associated with the business. Trash will be stored in a covered dumpster. Storage of vehicle fluids, batteries, etc. shall be in accordance with the Ramsey County Hazardous Waste regulations.
12. Licensee must comply with all federal, state and local laws.
13. Customer vehicles may not be parked longer than ten (10) days on the premises. It shall be the responsibility of the licensee to ensure that any vehicle not claimed by its owner is removed from the lot as permitted by law.
14. Prior written approval and the necessary permit(s) shall be obtained from DSI before the installation of any signage. This shall include both permanent and temporary signage.
15. No banners, pennants, and/or stringers shall be permitted.
16. There shall be no display of vehicles for-sale and /or the sale of vehicles in the areas (both interior and exterior) covered under this license.

The hearing adjourned at 3:05 p.m.

The Conditions Affidavit, with Addendum, was signed and submitted on August 22, 2014.