

LICENSE HEARING MINUTES
The Salt Cellar, 173 Western Avenue North
Continuation of Hearing
Monday, September 8, 2014, 3:00 p.m.
330 City Hall, 15 Kellogg Boulevard West
Nhia Vang, Deputy Legislative Hearing Officer

The hearing was reconvened from Thursday, September 4, 2014 at 3:10 p.m.

Staff Present: Kris Schweinler and Larry Zangs, Department of Safety and Inspections (DSI)

Applicant: Joseph Kasel, Owner/Applicant; Daniel Scott, attorney representing the applicant

The Salt Cellar: Liquor On Sale – 101-180 Seats, and Liquor On Sale - Sunday

Ms. Vang stated that at the previous hearing, the outstanding issue presented from all testimonies was a lack of parking in the neighborhood. She had suggested adding a condition to the license that the applicant would secure additional parking through a shared parking agreement since that was the action the applicant was already doing with the Boy Scouts; such agreement did not necessarily have to specifically name the Boy Scouts, it could be with any entity in the area that could provide additional parking for the establishment.

Mr. Scott stated that his clients had done everything that the city had asked them to do and they did satisfy the parking requirements under the zoning code. He expressed concern over how the previous hearing had been handled and that the public commentary portion of the hearing had been closed. His client, Mr. Kasel, did not react to any of the testimonies that had been presented at the previous hearing even though he believed he should have been allowed the opportunity.

Ms. Vang countered that she did offer Mr. Kasel the opportunity to respond to the testimony presented; however, he chose not to do so. She said that since the applicant had indicated they had secured additional parking through an agreement with the Boy Scouts, she believed they should be willing to put it in writing, as part of the conditions to their license, since parking was the only concern presented at the hearing.

Mr. Scott said that he believed there had been an oversight at the last hearing in reviewing the business plan as there was a letter included from the Summit-University Planning Council dated July 23, 2014 supporting the license application of his clients. Ms. Vang acknowledged that she had not found the planning council's letter that was included in Mr. Scott's business plan and had discovered it during her review for today's hearing. Ms. Vang indicated that she had not received the letter prior to last week's hearing and enquired from staff whether they had received a copy of planning council's letter and staff also acknowledged that they had not received the letter nor had a chance to review the correspondence prior to the hearing. Mr. Scott referred to the letter and said he believed the planning council had correctly surmised the situation in the neighborhood. He quoted the following language from the letter "...the majority believed that because the neighborhood is dense and new parking will not be created, the council should not impede a potentially successful local business." He believed that his clients should not be held to a higher standard since they meet the parking requirements under the zoning code. His clients would not support adding a condition requiring a signed parking agreement to provide additional parking.

Mr. Scott then presented additional letters of support and an Affidavit from Jim Crockarell, Vice President of Selby Dayton LLC, property owner, regarding the application for the liquor license. In the Affidavit from Mr. Crockarell, he indicates that he was approached by three of the neighboring restaurant owners inquiring about renting this same space. Those same restaurant owners spoke against the granting of the liquor license to his clients if they were not going to provide additional parking. It was his opinion that those who testified were part of the parking problem and wanted his clients to bear the burden of resolving the parking issues for the surrounding neighborhood which included their businesses.

Ms. Vang asked Mr. Scott if he wished to allow further testimony from members of the audience. Mr. Scott responded that he believed it may be beneficial to obtain new information to put into the record, particularly, the testimony from Mr. Crockarell. Ms. Vang responded that if she were going to re-open the public hearing, she would need to schedule a new date in order to notify interested parties and all those members who had attended the hearing on September 4, 2014. This re-notification would allow opportunities to provide additional testimonies.

Mr. Scott stated that if the hearing officer was willing to accept the Affidavit of Mr. Crockarell, re-opening the public hearing was not necessary. Ms. Vang responded that she would accept the Affidavit into the record.

Mr. Scott continued that he believed adding a condition to provide a signed parking agreement would set a dangerous precedence not only for his clients but also for the property owner as any future tenant of the building would be bound to having such an agreement. They already had a verbal agreement with the Boy Scouts to utilize their parking lot with valet parking. If the Boy Scouts decided to terminate this agreement sometime in the future, his clients would be left with a violation of the license conditions by not providing additional parking. They were willing to share a copy of the signed contract they secure with the Boy Scouts with city staff but would not agree to add this as a condition.

Ms. Vang asked staff whether they had any suggestions on what could help address the burden for parking in the neighborhood.

Ms. Schweinler responded that staff was not supportive of adding any condition to the license to include a shared parking agreement. Parking affected all of the businesses in the neighborhood and was not going to be solved by making this applicant provide additional parking. The applicants had met the requirements for parking under the zoning code and staff would not agree to add any further conditions to the license. Mr. Zangs responded that parking was a neighborhood issue which needed to be addressed in a different venue other than through this licensing process.

Ms. Vang recessed the hearing from 3:40 p.m. to 4:00 p.m.

Ms. Vang reviewed the letters of support, for the record, which were submitted with the applicants' business plan: Summit-University Planning Council; Michael Belaen, Director of Public Affairs and Legal Counsel, Saint Paul Area Chamber of Commerce; John Overland, Northern Star Council, Boy Scout of America, 393 Marshall Avenue Charles Kuhl, 165 Western Avenue N, Unit 307; Cathy Burke, 400 Selby Avenue, Unit 401; and Luke Shimp, owner, Red Cow Restaurant, 393 Selby Avenue. Presented at the hearing on September 8, 2014 was a letter in support from Andrea Jepsen, in addition to the Affidavit from James Crockerall. There was an email in support received prior to the hearing on September 4, 2014 from Sarah Erickson, 464 Dayton Avenue, Unit 3.

Ms. Vang noted that letters/emails of objection, submitted after the response deadline, were received from the following: Mary-Ellen Briel, 153 Western Avenue, Unit 1; Becky Richardson, 117 Farrington Street; Becky Austin, 427 Laurel Avenue; Dianne Moore, 487 Laurel Avenue; Sara Frommeyer, 415 Laurel Avenue; and Helen Roberts, 369 Laurel Avenue, Unit 308. The following letters/emails of objection were received prior to the hearing on September 4, 2014: Ken Dahlman, Commercial Property Manager of Hill Plaza Apartments and Blair Arcade; Jeffrey Austin, 155 Western Avenue N; and Kevin O'Brien, 385 Laurel Avenue, Unit 207.

After much discussion and reviewing all of the documents of record, Ms. Vang said she will recommend to the City Council that they approve the license with the proposed conditions presented by DSI staff. She encouraged the applicants to work with the neighborhood and the planning council to explore possible solutions for the parking situation in the area. The conditions were agreed to by Mr. Kasel and are as follows:

1. Per Section 409.03 of the City of Saint Paul Legislative Code, a new liquor on-sale license shall only be issued to a restaurant as defined under Chapter 409 of the City Code. Licensee agrees to operate the establishment in compliance with the definition of a restaurant as defined under Chapter 409 of the City's Code, acknowledges having been given a copy of this definition, and understands this definition.
2. Licensee agrees to close the establishment and have all customers/patrons vacate the premises by 12:00 a.m. (midnight) each day of the week as per City Zoning Code parking requirements.

The hearing adjourned at 4:15 p.m.

The Conditions Affidavit was signed on July 3, 2014.