LICENSE HEARING MINUTES
Mucci's Italian LLC, 786 Randolph Avenue
Thursday, January 22, 2016, 10:00 a.m.
Room 330 City Hall, 15 Kellogg Boulevard West
Nhia Vang, Deputy Legislative Hearing Officer

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

Staff Present: Eric Hudak and Kris Schweinler, Department of Safety and Inspections (DSI)

Applicant: Timothy Niver, Applicant/President

Others Present: Steve and Susan Sjodahl, 781 Randolph Avenue

Mucci's: Wine On Sale, Malt On Sale (Strong), and Shared Parking Agreement

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.

Ms. Schweinler stated that the previous licensed establishment did not have any conditions on the license. The following recommended license conditions are considered standard for all businesses of this nature with the exception of the shared parking agreement:

1. Per City of Saint Paul Legislative Code 409.15(a)(2), On-sale wine license shall mean a license authorizing the sale of wine not exceeding fourteen (14) percent alcohol by volume, for consumption on the licensed premises only in conjunction with the sale and service of food (menu item only). The sale of Malt (Strong) will also take place only in conjunction with the sale and service of food.
2. Per City of Saint Paul Legislative Code 409.15(e), licensee must be able to show that gross receipts are at least sixty (60) percent attributable to the sale of food.
3. Licensee will submit to the Department of Safety and Inspections (DSI) annual gross receipts for food and liquor for each year the license is renewed.
4. 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.

CONDITION #5 PER NONCONFORMING USE PERMIT #15-145496

5. The shared parking agreement with 801 Randolph Avenue must remain in effect at all times the establishment is in operations. The licensee shall inform the Department of Safety and Inspection (DSI), at least 60 days in advance, of any cancellation of this agreement. Licensee shall provide proof of a valid agreement each year at the time of renewal of the license.

The West Seventh/Fort Road Federation submitted a letter of support, including support for a waiver of the 45-day notification waiting period (note: the City Council approved a waiver of the notification timeline which was approved on December 2, 2015, RES 15-2057; the license; however, has not been issued). The property owner was still making improvements to the building and had open permits for the work that was being done. Zoning recommended approval. DSI recommended approval with the proposed conditions.

Ms. Vang asked Mr. Niver whether he understood and agreed to all of the proposed conditions to the license. She also asked him to explain his business plan.

Mr. Niver responded that he understood all of the conditions on the license and had already signed the conditions affidavit. He currently owned two other restaurants in Saint Paul: The Strip Club and Saint Dinnette. He had purchased this building with the intent of reestablishing the use as a restaurant serving beer and wine. He went through the Planning Commission and was granted a nonconforming use permit conditioned on having a shared parking agreement. He had a signed parking agreement with the owner of 801 Randolph Avenue to have seven parking spaces as required by the zoning administrator under the permit. The property itself had a driveway with a two-stall garage which he and staff planned to use for parking their vehicles during working hours. All delivery vehicles would also use the driveway for making deliveries during the daytime hours. Planned seating for the restaurant was less than 50 people; there would be 20 tables of two or tables could be pushed together as necessary to accommodate larger parties. He also planned to provide take-out food service, pizza and pastas, and to sell donuts on Saturday and Sunday mornings, 8:00 a.m. to noon. His planned hours of operation for the restaurant for dinner were: Tuesday through Thursday, 5:00 p.m. to 10:00 p.m.; Friday and Saturday, 5:00 p.m. to 11:00 p.m.; Sunday, 5:00 p.m. to 9:00 p.m.; closed on Mondays. He had hired a manager to attend to the day-to-day operations of the restaurant; he also planned to split his time between all three of his restaurants.

Ms. Vang invited the neighbors to testify.

Mr. Sjodahl submitted a letter he had obtained from Sandcastle Child Care Center dated January 20, 2016 *(said letter is made a part of this record).* He did not believe the parking lot at 801 Randolph Avenue was adequate; it was his contention it would only provide about four parking spaces. Given the close proximity of Dannecker's, the day care, and then the opening of this restaurant, there would not be enough on-street parking for the residents in the neighborhood. He suggested signs be erected to indicate residential parking only so people would have parking in front of their homes.

Ms. Vang responded that residential permit parking and signage was a separate process through Public Works with a petition request from the neighborhood. Ms. Vang asked Ms. Schweinler how many parking spaces were required by Zoning. Ms. Schweinler responded that the Zoning Administrator determined that seven parking places were necessary given the seating for this establishment.

Mrs. Sjodahl submitted a letter of concern prior to the hearing *(said letter is made a part of this record)*. She was opposed to granting the license.

Ms. Vang stated that since the applicant had met the parking requirements and all other requirements under Zoning/Licensing, she will recommend to the City Council that they approve the license with the proposed conditions which are as follows:

1. Per City of Saint Paul Legislative Code 409.15(a)(2), On-sale wine license shall mean a license authorizing the sale of wine not exceeding fourteen (14) percent alcohol by volume, for consumption on the licensed premises only in conjunction with the sale and service of food (menu item only). The sale of Malt (Strong) will also take place only in conjunction with the sale and service of food.

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The hearing adjourned at 10:30 a.m.

The Conditions Affidavit was signed and submitted on November 17, 2015.