



Legislation Details (With Text)

File #: RES 24-606 **Version:** 1
Type: Resolution **Status:** Passed
In control: City Council
Final action: 5/1/2024

Title: Approving the application for change of ownership to the Second Hand Dealer - Motor Vehicle license now held by Alldrive Auto Sales LLC d/b/a Alldrive Auto Sales (License ID #20240000367) for the premises located at 1265 Arcade Street.

Sponsors: Nelsie Yang

Indexes:

Code sections:

Attachments: 1. Class N License Application, 2. License Application Notification

Date	Ver.	Action By	Action	Result
5/8/2024	1	Mayor's Office	Signed	
5/1/2024	1	City Council	Adopted	Pass

Approving the application for change of ownership to the Second Hand Dealer - Motor Vehicle license now held by Alldrive Auto Sales LLC d/b/a Alldrive Auto Sales (License ID #20240000367) for the premises located at 1265 Arcade Street.

WHEREAS, Alldrive Auto Sales LLC d/b/a Alldrive Auto Sales (License ID #20240000367) applied for a change of ownership to the Second Hand Dealer-Motor Vehicle license on February 28, 2024, for the premises 1265 Arcade Street, in Saint Paul; and

WHEREAS, the license application notification was sent out by the Department of Safety and Inspections (DSI) on March 20, 2024, with a response date of April 4, 2024; and

WHEREAS, in response to the notification no objections or comments were received; and

WHEREAS, the Council finds that the application is in order and there are no grounds to deny approval of the license; now, therefore, be it,

RESOLVED, the change of ownership for the Second Hand Dealer-Motor Vehicle license is hereby approved and issued to Alldrive Auto Sales LLC d/b/a Alldrive Auto Sales (License ID #20240000367) for the premises located at 1265 Arcade Street, in Saint Paul with the following existing license conditions:

CONDITIONS #1-7 PER NONCONFORMING USE PERMIT #2019-010159

- 1.) Final site plan approval by the Zoning Administrator shall be in substantial compliance with the site plan received February 26, 2019.
- 2.) A maximum of 29 parking spaces, to be allotted between customer/employee spaces and "for sale" vehicles as directed by the Department of Safety and Inspections (DSI)
- 3.) The curb cut is moved west to align with the maneuvering lane, or the space labeled "Display 1" (located in the southeast corner of the lot) in the site plan is unoccupied by vehicles.

If the curb cut remains in its current location and the "Display 1" space remains unoccupied, then the "Display 1" space shall be striped and signed for "no parking" and the maximum number total vehicles shall be 28.

- 4.) All customer/employee parking spaces shall be striped and labeled with paint as customer/employee parking only.
- 5.) The ornamental fence and landscaping along the public sidewalk in maintained.
- 6.) No outside storage of anything other than passenger automobiles shall be permitted on the site.
- 7.) "For Sale" vehicles shall be parked only on the lot, and shall not be parked on the street or alley at any time.

ADDITIONAL LICENSE CONDITION #8-21

- 8.) An obscuring fence, 6'-0" high must be installed and maintained in a professional manner along the west property line between the building and alley. If a new fence is installed, it must be constructed of wood materials. Plastic slats inserted in the existing chain link fence is also acceptable as a screening device.
- 9.) No auto repair, autobody repair, or painting of vehicles is allowed on the licensed premises or in the public right-of-way (e.g. street, alley, sidewalk, boulevard, etc.) Washing, waxing and cleaning vehicles intended for sale is allowed on the licensed premises, but not in the public right-of-way.
- 10.) At no time shall customer, employee, or for-sale vehicles be parked in the driveway or maneuvering lanes. All vehicles on the site must be parked as shown on the approved site plan on file in DSI. (Any changes to the site plan must be approved by the Zoning Administrator).
- 11.) No vehicles under the control of the licensee can be parked and or stored in the public right-of-way (e.g. street, alley, sidewalk, boulevard, etc.)
- 12.) Trash will be stored in a covered dumpster. Storage of vehicle fluids, batteries, etc. shall be in accordance with Ramsey County Hazardous Waste Regulations.
- 13.) Sidewalks surrounding the premises shall be maintained free of litter, debris, or snow.
- 14.) The license holder agrees to maintain the vehicle location, vehicle barriers, striping of parking spaces, parking signage, landscaping, etc. in a manner consistent with the approved site plan and in good repair.
- 15.) All vehicles parked outdoors must appear to be completely assembled with no major body parts missing.
- 16.) Vehicle salvage is not permitted.
- 17.) 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.
- 18.) Provide maneuvering space on the property to allow vehicles entering and exiting the site to proceed forward as stipulated on the approved site plan. Backing from the street or onto the

street is prohibited.

- 19.) Licensee must comply with all federal, state, and local laws.
- 20.) All vehicles parked on the licensed premises that do not belong to customers, and are not the personal vehicles of employees, must be registered to the Minnesota Dealer Number issued to Alldrive Auto Sales LLC. The presence of any vehicles on the licensed property that do not meet this condition shall constitute per se grounds for adverse action.
- 21.) Failure to remain in compliance with any license condition will result in adverse action against the license.