

From: [byron kermeen](#)
To: [Samantha Langer](#)
Subject: ZF #24-078-362
Date: Sunday, November 17, 2024 5:31:18 PM

[You don't often get email from byronkermeen@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Think Before You Click: This email originated outside our organization.

I will be out of town and unable to attend the hearing on November 21, 2024; my comments are as follows:

I am in favor of enforcing Paragraph 16 of the 'Release of All Claims' that calls for the removal of the driveway from Goodrich Avenue to the Binz Refectory.

A deal is a deal!

Byron Kermeen
124 Mississippi River Blvd South

From: [JOHN D DELL](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: CASE ZF #04-054-501 Neighbors Strongly Oppose allowing St Thomas to continue to violate the CUP of 2004 or to renegotiate to allow continued driveway use.
Date: Monday, November 18, 2024 1:44:41 PM

You don't often get email from johndelljohndell4518@msn.com. [Learn why this is important](#)

REFERENCE CASE [ZF #04-054-501](#).

ATTENTION: St Paul City Zoning Committee

St. Thomas' continuing violation of the 2004 Conditional Use Permit (CUP) by failing to close its driveway at the Binz Refectory. The driveway is on Goodrich Avenue just east of and up the hill from River Road and across Goodrich Avenue from our house (2248 Goodrich Ave).

In 2004, UST wanted to expand its campus to include the blocks bounded by Summit, Cleveland, Grand, and Cretin Avenues. The Summit Avenue Residential Preservation Association (SARPA) sued, and the lawsuit was settled in a document called "Release of All Claims" that established limits on UST. The parties to the settlement were UST, SARPA, the Macalester-Groveland Community Council, Merriam Park Community Council (now Union Park), and the City of St. Paul. The terms of the Release of All Claims were enacted by the City Council as part of UST's conditional use permit.

Paragraph 16 of the Release of All Claims says UST must remove the driveway from Goodrich Avenue to the Binz Refectory if it remodels Binz. In 2022 and 2023, UST remodeled Binz twice to make most of it an athletics building: locker rooms, coaches' offices, team meeting rooms, etc. UST still feeds priests in part of the building, but the food is brought in from elsewhere. The permits identified both projects as "remodel" and stated a combined cost of \$1.3 million. UST has not removed the driveway, which now gets traffic from the adjacent athletic fields.

The city determined that UST was in violation of the CUP and ordered the driveway removed in July 2024.

The CUP was a negotiated agreement. We (as neighbors directly affected by traffic entering the south campus using this driveway) **strongly oppose** allowing UST to remove the limitations and see this Binz issue as the beginning of UST's efforts to erode the limits of the CUP.

The city determination that UST was in violation of the CUP and directing that the driveway be removed should not be changed.

John and Virginia Dell

2248 Goodrich Avenue

St. Paul, MN 55105-1022

From: [Linda Bruemmer](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: Binz Driveway Removal, case ZF#04-054-501
Date: Monday, November 18, 2024 11:29:18 AM

You don't often get email from lbbuemmer@gmail.com. [Learn why this is important](#)

I am writing to comment on the Conditional Use Permit for the Binz Driveway. I have lived in the Mac Groveland area since 1989 and frequently walk my dog down Goodrich Ave so I do notice the changes that have been made by the University of St Thomas (UST). I do not understand why the City of St Paul lets UST do wherever it wants. The City should be representing the residents.

* The 2004 CUP was a compromise between the adjacent community councils, SARPA, the city (collectively, the citizens), and UST. The city should be enforcing the compromise on its own behalf and on behalf of the citizens, not allowing UST to excuse itself from a provision it now disfavors.

* The staff report does not find that UST has not remodeled Binz. In fact I have watched the building transition from an eating facility to office space. Even the waste disposal has been reduced from two dumpsters to two carts.

* UST did not appeal the City's order of July 1, 2024, to remove Binz and is now in open violation of that order.

* The impact on the neighborhood would continue to have delivery trucks arrive, idle, load and unload, and depart. I have also noticed that gardening refuse sits for long periods of time behind the Brady building. I suspect this is one of the reasons that there need to be rodent traps along the edge of the Brady building.

* There is a lack of enforcement mechanism for limiting driveway use to deliveries to Binz.

* The city's notice does not inform citizens that the matter before the planning commission is a proposed change to the CUP for UST; it only says this is "to consider a review of a conditional use permit (ZF #04-054-501) for noncompliance of Planning Commission conditions." This is a lack of transparency on the part of the City.

Please let me know if you have any questions.

Linda Bruemmer

2141 Sargent Ave

St Paul, MN 55105

651-690-1937

lbbruemmer@gmail.com

To: City of St. Paul Zoning
Case **ZF #04-054-501**
ZoningCases@ci.stpaul.mn.us

Re: UST NON-COMPLIANCE with 2004 STU Special Conditional Use Permit

The 2004 St. Thomas University Special Conditional Use Permit (“SCUP”), provides:

at such time as the University remodels or replaces the Binz Refectory or replaces Grace Hall, the loading drive which currently exists between Goodrich Ave. and the Binz Refectory shall be removed, such that there shall be no vehicular access from Goodrich Ave. to any of the University’s buildings on the south campus.

Background:

The Binz Refectory is a dining hall that was constructed in 1978 by the Saint Paul Seminary. After the 2020-21 academic year, St. Thomas stopped preparing meals in the Binz Refectory. In the summer of 2022 Ryan Companies obtained the first of many permits to begin remodeling work.

- Ryan Companies obtained Permit No. 20 22 074023 from the City to “Remodel a Portion of the Binz Building to Accommodate Athletic Offices, Team Rooms, and Addition of Unisex Restrooms”. The construction plans show that much of the first floor would be remodeled into offices for coaches, an office, lounge, and conference room, team meeting room, and bathrooms. The estimated value of the remodel would be \$795,000, plus electrical work of \$100,000 and other add-ons that brought the total 2022 remodel cost to \$937,000.
- December of 2022, a different UST contractor obtained Permit No. 20 23 104295 to “install a new exhaust fan” and “supply ductwork to accommodate new spaces” in the Binz Building. The work was to begin in December 2022 and be completed in January 2023. The value of the work was listed as \$85,000.
- Ryan Companies also obtained permit 20 23 103724 for \$250,000 in basement work to “remodel lower level.” Construction drawings show that the entirety of the basement except utility rooms was remodeled to locker rooms for men’s and women’s soccer, softball, a visiting locker room, official’s room, and related athletic spaces. With associated electrical work, the total 2023 remodel cost was \$356,500.
- 2022 20 22 085078 Collins Electrical • Fire Alarm System Remodel Binz Refectory • Partial Floor Remodel in The Binz Building On The South Campus At UST (no stated value)
- 2022 20 22 088212 Total Mechanical • Commercial Alter (\$22,000 value)
- 2022 20 22 082764 Collins Electrical • Binz Athletics Remodel (\$100,000 value)
- 2022 20 22 066784 Ryan Companies • Remodel of a portion of the Binz Building to accommodate athletic offices, team rooms and addition of unisex bathrooms (\$20,000 value)
- 2022 20 22 074023 Ryan Companies • Remodel of a portion of the Binz Building to accommodate athletic offices, team rooms and addition of unisex bathrooms (\$795,000 value)
- 2023 20 23 103724 Ryan Companies • Remodel lower level into dry locker rooms and laundry closet (\$250,000)

- 2023 20 23 107519 Horwitz LLC • Re-routing existing steam lines and connecting to existing systems (St Thomas Bldgs: FDD, Grace, Binz, Brady, Cretin). (\$1,046,033 value)
- 2023 20 23 104416 Horwitz LLC • UST Binz hall. Installing 1 floor sink. (\$3,500 value)
- 8 2023 20 23 104295 Horwitz LLC • Binz hall. Altering existing supply ductwork to accommodate new spaces. Installing a new exhaust fan and associated ductwork. All work is being done on the basement level space. (\$85,000 value)
- 2023 20 23 109872 Collins Electrical • Commercial Repair / Alter (\$9,000 value)
- 2023 20 23 109877 Collins Electrical • Installation of horn/strobes & module for fire alarm at UST Binz (\$9,000 value)

Based on the above evidence of extensive remodeling to the Binz facility, the 2004 CUP should be enforced.

It is my understanding that on July 1, 2024, Matthew Graybar of the St. Paul Department of Safety and Inspections wrote UST's general counsel to obtain compliance with the CUP, stating, "[Y]ou are hereby ordered to bring this property into compliance with the approved CUP by removing the loading drive between Goodrich Ave. and the Binz Refectory by July 31st, 2024."

I am in agreement with Mr. Graybar – the loading drive between Goodrich Ave. and the Binz (Refectory) should be removed. Its removal will preclude any future attempts to make this location a point of major access to the south campus, especially at such time as Binz and Grace Hall are demolished.

Additionally - THE EAW AND UPDATE for the ARENA SHOULD NOT BE ACCEPTED BECAUSE THEY ARE INCONSISTENT WITH UST'S 2004 SPECIAL CONDITIONAL USE PERMIT.

Respectfully submitted by:

Linda Kane
2132 Fairmount Ave.
St. Paul, MN 55105

Case number: ZF #04-054-501

Lynette Erickson- Sikora

173 Montrose Place

St Paul, MN 55104

Comments regarding the University of St Thomas request to re-open the CUP, to be reviewed in City Council chambers on November 21, 2024.

Background

In 2004, UST wanted to expand its campus to include the blocks bounded by Summit, Cleveland, Grand, and Cretin Avenues. The Summit Avenue Residential Preservation Association (SARPA) sued, and the lawsuit was settled in a document called “Release of All Claims” that established limits on UST. The parties to the settlement were UST, SARPA, the Macalester-Groveland Community Council, Merriam Park Community Council (now Union Park), and the City of St. Paul. The terms of the Release of All Claims were enacted by the City Council as part of UST’s conditional use permit or CUP.

Paragraph 16 of the Release of All Claims says UST must remove the driveway from Goodrich Avenue to the Binz Refectory if it remodels Binz. In 2022 and 2023, UST remodeled Binz twice to reconfigure most of it into an athletics building: locker rooms, coaches’ offices, team meeting rooms, etc. UST still feeds priests in part of the building, but the food is brought in from elsewhere. Building permits identified both projects as “remodel” and stated a combined cost of \$1.3 million. UST has not removed the driveway, which now also gets traffic from the adjacent athletic fields. UST has told SARPA in discussions that it does not want to remove the driveway.

The city determined that UST was in violation of the CUP and ordered the driveway removed in July 2024. To date UST has refused to hold up its end of the bargain.

Now UST has requested that the CUP be reopened, presumably to revisit the issue of the Binz Refectory driveway.

Comments

It is outrageous for UST to request re-opening the CUP and it would be irresponsible for the City of St Paul to allow any modifications to it before St Thomas comes into compliance with the existing CUP agreement. UST has been out of compliance with the CUP since the

first remodel of the Binz Refectory in 2022. It remains defiantly so two years after the fact. A covenant is not something that is respected only when it is convenient to do so.

UST consciously shoehorned an over-scaled, multipurpose arena into the south campus knowing full well that it intended, not only to retain the Binz driveway, but, to increase its use. The arena plan effectively landlocks three south campus buildings; the Binz Refectory, Brady Education Center and Grace Hall

Conclusion

By law, UST must remove all traces of the Binz driveway based upon the CUP agreement it made twenty years ago. Only after UST can prove it is a fair and honest partner should there be any consideration of revisiting the CUP. Any other decision by the City makes a mockery of the law.

Lynette Erickson- Sikora

Date: November 14, 2024
From: Randall W. Thomson
225 Farrington Street
Saint Paul, MN
(651) 788-0739

Subject: Opposition to Conditional Use Permit for 286 Marshall Avenue

Dear Summit-University Planning Council and Saint Paul Zoning Committee Members,

As a homeowner and former Saint Paul College student living just half a block from 286 Marshall Avenue, I am writing to express my strong opposition to the proposed 35-unit supportive housing project at this address. This project directly conflicts with the City's zoning standards, the 2016 Congregate Living Zoning Study, and the 2040 Comprehensive Plan. I believe it poses serious risks to our neighborhood's stability, safety, and character for the following reasons:

Zoning Violations and Overconcentration of Supportive Facilities

The 2016 Zoning Study requires at least a 1,320-foot separation between supportive housing facilities to prevent harmful clustering, yet this proposal locates a new facility only 700 feet from an existing one. This clear overconcentration defies the zoning study's purpose of protecting residential stability.

It's not like when you reach 1,320 feet that the density is offset. Within that a quarter-mile radius, numerous similar or related facilities already exist, including Catholic Charities' Higher Ground. This is an amazing effort and much needed service championed by Catholic Charities, BUT it's situated among other similar services downtown so when combined with post-pandemic remote work shifts and business closings has hindered the revitalization of downtown, leaving billions of dollars in downtown infrastructure and real estate increasingly avoided by tourists, businesses, and residents who feed its coffers.

What does thrive downtown is a distribution networks for hard drugs. How would residents at 286 Marshall Avenue or nearby institutions that in contrast require sobriety stay afloat in such an environment? Familiar Faces clients are not allowed to use on premises, and I'm sure some are making great strides with sobriety, but their sobriety is not enforced so they will no doubt use on the street in our neighborhood.

Impacts on Neighborhood Resources, Character, and Economic Vitality

Our neighborhood is one of Saint Paul's major tourist destinations, it's celebrated for its historic architecture, vibrant restaurants, community parks and diverse population. It has residents with an array of incomes and living situations including subsidized and supportive housing. I celebrate that, I love all my neighbors, however, I see adding the especially high-risk population identified for Familiar Faces easily increasing disturbances, crime and public drug and dealing that will harm our neighborhood's safety, reputation, deter commerce, and threaten its long-term livability. This deterioration, in turn, shrinks local job opportunities, and endangers the vibrant and diverse gem of a community we have worked to build.

Alternative Use to Support Saint Paul College

Policy H-53 encourages community-aligned solutions. Saint Paul College proposed an alternative use for this property to provide housing for 71 students facing housing insecurity, an option that would not require a zoning variance. As a former Saint Paul College student, I know how critical affordable, nearby housing can be. My education there enabled me to establish a career that allows me to live in and contribute to this community. Supporting this proposal would meet a real need while preserving our neighborhood's character, and I would fully support welcoming more students to live in our area.

Conclusion

I urge you to oppose this conditional use permit and advocate for a fairer distribution of such facilities across the city to protect our neighborhood's stability and character.

Thank you for considering this significant matter,

Randall W Thomson

Case number: ZF #04-054-501

Steven Sikora

173 Montrose Place

St Paul, MN 55104

Comments regarding the University of St Thomas request to re-open the CUP, to be reviewed in City Council chambers on November 21, 2024.

Background

In 2004, UST wanted to expand its campus to include the blocks bounded by Summit, Cleveland, Grand, and Cretin Avenues. The Summit Avenue Residential Preservation Association (SARPA) sued, and the lawsuit was settled in a document called “Release of All Claims” that established limits on UST. The parties to the settlement were UST, SARPA, the Macalester-Groveland Community Council, Merriam Park Community Council (now Union Park), and the City of St. Paul. The terms of the Release of All Claims were enacted by the City Council as part of UST’s conditional use permit or CUP.

Paragraph 16 of the Release of All Claims says UST must remove the driveway from Goodrich Avenue to the Binz Refectory if it remodels Binz. In 2022 and 2023, UST remodeled Binz twice to reconfigure most of it into an athletics building: locker rooms, coaches’ offices, team meeting rooms, etc. UST still feeds priests in part of the building, but the food is brought in from elsewhere. Building permits identified both projects as “remodel” and stated a combined cost of \$1.3 million. UST has not removed the driveway, which now also gets traffic from the adjacent athletic fields. UST has told SARPA in discussions that it does not want to remove the driveway.

The city determined that UST was in violation of the CUP and ordered the driveway removed in July 2024. To date UST has refused to hold up its end of the bargain.

Now UST has requested that the CUP be reopened, presumably to revisit the issue of the Binz Refectory driveway.

Comments

It is outrageous for UST to request re-opening the CUP and it would be irresponsible for the City of St Paul to allow any modifications to it before St Thomas comes into compliance with the existing CUP agreement. UST has been out of compliance with the CUP since the

first remodel of the Binz Refectory in 2022. It remains defiantly so two years after the fact. A covenant is not something that is respected only when it is convenient to do so.

UST consciously shoehorned an over-scaled, multipurpose arena into the south campus knowing full well that it intended, not only to retain the Binz driveway, but, to increase its use. The arena plan effectively landlocks three south campus buildings; the Binz Refectory, Brady Education Center and Grace Hall

Conclusion

By law, UST must remove all traces of the Binz driveway based upon the CUP agreement it made twenty years ago. Only after UST can prove it is a fair and honest partner should there be any consideration of revisiting the CUP. Any other decision by the City makes a mockery of the law.

Steve Sikora

From: [Flannery Delaney](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: reference to case ZF #04-054-501
Date: Monday, November 18, 2024 8:33:10 PM

You don't often get email from flannerydelaney@hotmail.com. [Learn why this is important](#)

To whom it may concern:

UST has an obligation to uphold its end of the 2004 CUP, this was a compromise between the adjacent community councils, SARPA, the city of St. Paul and UST. The city should be enforcing the CUP on behalf of the tax paying citizens of St. Paul. This compromise between UST and the neighborhoods should be considered non-negotiable. Neighbors have compromised so often and UST continues to push all the boundaries of the campus without being held accountable to general safety and livability.

The impact on the neighborhood of having delivery trucks, buses for sporting events and the general traffic on that quiet, residential street is untenable. Goodrich avenue is the gateway to the Mississippi River for much of the neighborhood, don't let UST continue to ruin it with motor vehicle traffic, congestion and D1 athletic event chaos.

When will the City of St. Paul side with tax paying citizens and stand up to the blatant disregard UST has for the surrounding neighborhoods? UST did not appeal the City's order of July 1, 2024 to remove Binz and is now in open violation of that order. That is unacceptable and the driveway should be removed.

Flannery Delaney
2126 Lincoln Avenue
St. Paul 55105

From: [Kathryn Mitchell](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: Reference# ZF #04-054-501
Date: Tuesday, November 19, 2024 1:03:15 PM

You don't often get email from mitch040@msn.com. [Learn why this is important](#)

Dear Zoning Committee members,

As a resident of Summit Avenue, living directly across the street from the Saint Paul Seminary and the new construction, I share with you my concerns for the future of this community. Clearly St. Thomas is out of compliance with the 2004 negotiated agreement CUP (conditional use permit) for the temporary driveway from Goodrich Avenue into this area. It is shocking to hear that now they say they did not mean what they agreed to and they did not really mean to remodel and pay no attention to what we are doing, and on and on it goes, smoke and mirrors yet again. As I resident and taxpayer, I know my feet would be held to the fire for such noxious disregard for the rules and regulations. In addition to the violations of the CUP, consider the beautiful and very expensive, taxpayer funded, brick structure of that area of Goodrich Ave. Clearly it was intended to handle quiet neighborhood traffic, not the heavy tonnage of buses and delivery vehicles accessing this area. Please do the due diligence and enforce the removal of this now illegal driveway. If it is left as is, they will come heavy and in droves with motors running. It, sadly, happens all the time in this neighborhood, even where it is illegal. Currently many heavy buses and trucks travel on both Summit and Mississippi River Road, well over the 9000 pound limit for vehicles on Saint Paul Parkways established by the City Council many years ago. They often park with their motors running for hours. Thank you.

Feel free to contact me if you have any questions.

Sincerely,

Kathryn Mitchell

2279 Summit Avenue

From: [Terrance Brueck](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: case ZF #04-054-501
Date: Tuesday, November 19, 2024 1:46:27 PM

You don't often get email from terry.brueck@gmail.com. [Learn why this is important](#)

To: Saint Paul Planning Commission - Zoning Committee:

DO NOT RECOMMEND APPROVAL OF AMENDMENT FOR BINZ DRIVEWAY TO REMAIN IN PLACE.

I have lived 22 years on Summit Avenue across from the Saint Paul Seminary and over 40 years as a resident in the city. I have seen the expansion of UST buildings and facilities over these many years with disregard for the surrounding neighborhood and environmental impacts. The Binz driveway is just another example of a "loophole" to be exploited when access to the arena is expanded to Goodrich Avenue due to congestion on Summit and Cleveland.

With the driveway in place, it will provide another pedestrian walkway to the arena from Goodrich, resulting in cars and buses using it as a drop-off point. This will undoubtedly increase traffic and parking on nearby neighborhood residential streets. In addition, tour buses which exceed the load limit of Goodrich, will sit idling during wintertime events causing noise and pollution from diesel exhausts. The "million dollar" brick surface of Goodrich Avenue will also be destroyed.

Even though UST claims the Binz driveway will only be used for deliveries to the Binz refectory or Brady educational center, do not believe them! As shown by UST previous violations of the CUP and many other city permit infractions for the arena, they have disregard for compliance with city policies and ordinances.

Please respect the rights of Saint Paul property taxpayers over the non-taxpaying UST.

Terrance Brueck
2279 Summit Avenue
Saint Paul, MN 55105

From: [Tom Alf](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: Comment re CUP ZF#04-054-501 Binz Refectory driveway
Date: Tuesday, November 19, 2024 7:26:01 AM

You don't often get email from tompops42@gmail.com. [Learn why this is important](#)

To: Saint Paul Planning Commission – Zoning Committee

From: Tom and Karen Alf, 2252 Fairmount Ave, St Paul MN 55105

Re: CUP (ZF#04-054-501) and Noncompliance of Planning conditions (ZF #24-078-362)

We ask the Zoning Committee to enforce the 2004 CUP Condition 16 requiring St Thomas to remove the Goodrich Ave Loading driveway leading to the Binz Refectory with the effect of not allowing any vehicular access from Goodrich Ave to any south campus buildings.

St Thomas performed extensive work on the Binz refectory totaling \$1.2 million in 2022/2023 which clearly amounts to a remodel project and not a repair. St Thomas's claim that spending \$1.2 million was not really a remodel seems a desperate attempt to avoid complying with Condition 16 of the CUP.

It seems rather ironic that UST used the more favorable height and set back limits of the CUP to build the south campus arena. However, when the CUP Condition 16 did not suit their goals, they want to invalidate it.

Due to the arena project, the south campus will have two entrances along Cretin Ave in addition to the existing Summitt Ave access. There is no reason UST needs vehicular access on Goodrich Ave. Access to Binz for deliveries or emergency vehicles can be made via the new Cretin Ave entrance using the arena's driveway system plan. While some modification may be needed to the arena driveway plan and to the Binz Refectory, the cost surely would be modest compared to the \$185 million arena cost and the cost of the September 2024 announced plan to add a Microgrid research facility to Owens Hall.

Thank you for taking time to read our comment.

Respectfully,

Tom and Karen Alf

2252 Fairmount Ave

Submission re: St. Thomas Noncompliance With CUP



TO: City of St. Paul Planning Commission and its Zoning Committee
FROM: Advocates for Responsible Development,
info@advocates4rd.org
RE: University of St. Thomas noncompliance with its CUP
Date: November 19, 2024

Advocates for Responsible Development (ARD)¹ is submitting this input to the Planning Commission regarding an agenda item before its zoning committee on November 21, 2024: 24-078-362 University of St Thomas Review of CUP / Review of a conditional use permit (ZF #04-054-501) for noncompliance of Planning Commission conditions.

Below are listed some items that are important to note at the outset:

1. In March 2004, SARPA sued the City of St. Paul regarding the plans of the University of St. Thomas (UST, or University) to expand its campus. To resolve that litigation, all interested parties agreed to a negotiated settlement agreement called the “Release of All Claims.” It is attached to this submission. Other parties were the City of St. Paul, Summit Avenue Residential Preservation Association, Merriam Park Community Council (now Union Park District Council), and Macalester-Groveland Community Council. By agreeing to the settlement, UST gained permission to expand its campus.
2. One of the specific provisions (paragraph 2) of the Release of All Claims was that its terms would be incorporated into a conditional use permit to be approved by the City. The lawsuit would not be dismissed unless the City approved the CUP.
3. Paragraph 16 of the negotiated settlement stated:

Goodrich Ave. Access. At such time as the University remodels or replaces the Binz Refectory or replaces Grace Hall, the loading drive which currently exists between Goodrich Ave. and the Binz Refectory shall be removed, such that there shall be no vehicular access from Goodrich Ave. to any of the University’s building on the south campus.
4. The City Council unanimously approved the CUP (with the same paragraph 16) on August 11, 2004. SARPA dismissed its lawsuit.
5. The Release of All Claims provides that any party to it may bring a lawsuit to enforce the terms of the CUP and may collect attorney fees if it prevails.
6. In 2022 and again in 2023, UST remodeled Binz. UST does not deny that it remodeled Binz. To call it a “minor remodel” is merely to admit that it was a remodel.

¹ Advocates for Responsible Development is a 501(c)(3) nonprofit organization that was formed in October 2023 after UST announced its plans to build an arena on the South Campus. ARD currently has 300 members, including UST students and faculty members.

7. As part of the remodel, UST and its contractors pulled the following permits (attached):

Year	Permit #	Contractor	Work
2022	20 22 085078	Collins Electrical	<ul style="list-style-type: none"> • Fire Alarm System Remodel Binz Refectory • Partial Floor Remodel in The Binz Building On The South Campus At Ust (no stated value)
2022	20 22 088212	Total Mechanical	<ul style="list-style-type: none"> • Commercial Alter (\$22,000 value)
2022	20 22 082764	Collins Electrical	<ul style="list-style-type: none"> • Binz Athletics Remodel (\$100,000 value)
2022	20 22 066784	Ryan Companies	<ul style="list-style-type: none"> • Remodel of a portion of the Binz Building to accommodate athletic offices, team rooms and addition of unisex bathrooms (\$20,000 value)
2022	20 22 074023	Ryan Companies	<ul style="list-style-type: none"> • Remodel of a portion of the Binz Building to accommodate athletic offices, team rooms and addition of unisex bathrooms (\$795,000 value)
2023	20 23 103724	Ryan Companies	<ul style="list-style-type: none"> • Remodel lower level into dry locker rooms and laundry closet (\$250,000)
2023	20 23 107519	Horwitz LLC	<ul style="list-style-type: none"> • Re-routing existing steam lines and connecting to existing systems (St Thomas Bldgs: FDD, Grace, Binz, Brady, Cretin). (\$1,046,033 value)
2023	20 23 104416	Horwitz LLC	<ul style="list-style-type: none"> • UST Binz hall. Installing 1 floor sink. (\$3,500 value)
2023	20 23 104295	Horwitz LLC	<ul style="list-style-type: none"> • Binz hall. Altering existing supply ductwork to accommodate new spaces. Installing a new exhaust fan and associated ductwork. All work is being done on the basement level space. (\$85,000 value)
2023	20 23 109872	Collins Electrical	<ul style="list-style-type: none"> • Commercial Repair / Alter (\$9,000 value)

8. UST has not removed the driveway from Binz to Goodrich Avenue.
9. On October 2, 2023, the City’s Department of Planning and Economic Development (PED) accepted an Environmental Assessment Worksheet (EAW) for the construction of a multipurpose arena at UST on its south campus that includes Binz. The site plan in the EAW showed the planned continued existence of the driveway from Binz to Goodrich Avenue and planned for no alternate route for deliveries to Binz.
10. UST subsequently submitted a site plan that came before the Planning Commission and its zoning committee. Citizens testified that the EAW was deficient and that UST had not

removed the drive to Binz. The committee's staff directed members of the Planning Commission that they must rely on the acceptability of the EAW (because PED had approved it, even though it had been appealed) and that they could not address matters related to Binz (because no formal complaint had been filed). The zoning committee and the Planning Commission approved the site plan, which is attached with the Binz driveway circled in red. Building permits were issued, and UST started constructing an arena.

11. On May 9, 2024, a formal complaint was filed with the City stating "UST was required to remove a service driveway from Goodrich Avenue to a building then called the Binz Refectory when it remodeled the building. UST remodeled both floors in 2022-23, yet still has not removed the service drive." Staff Report on File #24-078-362, at 4.
12. On July 1, 2024, the Department of Safety and Inspections ordered UST to remove the driveway from Binz to Goodrich Avenue by July 31, 2024 on the basis that UST had violated its CUP by remodeling Binz without removing the driveway. *Id.* at 5-6.
13. UST did not appeal the order from DSI, and it is therefore now established that UST remodeled Binz and is in violation of the CUP.
14. On July 8, 2024, the Minnesota Court of Appeals issued a ruling that the EAW was deficient and that PED's decision to accept the EAW was arbitrary and capricious. The Court's decision had several independent bases for ruling that the EAW was deficient. That opinion is attached. UST asked the Minnesota Supreme Court to review the decision; that request was denied on October 15, 2024. That denial is attached.
15. Pursuant to Minnesota Rules 4410.4300, subp. 34, environmental review is required for any "new sports or entertainment facility designed for or expected to accommodate a peak attendance of 5,000 or more persons."
16. The City has published a "2024 Update" to the 2023 EAW and taken comments through November 7, 2024, but the 2024 Update suffers from the same defects as the 2023 EAW. To date, PED has not accepted the 2024 Update.
17. At the current time, there is no approved environmental review for the arena. UST has violated its CUP and its site plan approved by the Planning Commission includes a driveway that violates UST's CUP.

I. THE PLANNING COMMISSION SHOULD REVOKE THE ARENA SITE PLAN.

UST's site plan for the arena was based on the EAW, and the EAW has been rejected by the courts. There is no longer a basis for the site plan. At the same time, the City has ordered UST to comply with its CUP and UST has refused to do so. The continued use of the Binz driveway was also part of the site plan. The two items that PED staff told the Planning Commission to ignore have now been completely reversed in a manner that requires corrective action. The remedy is for the Planning Commission to revoke the site plan.

At the current time, UST continues to erect an arena. The arena requires environmental review but there is no approved environmental review. UST relies on an approved site plan, but the site plan was based on the EAW and included UST's retention of the Binz driveway in violation of its CUP.

It is not the policy of the City of St. Paul to permit construction where the required environmental review has not been completed. By revoking the site plan, the City must also revoke the building permits based on the site plan. That action will stop UST's violative conduct.

It is also not the policy of the City of St. Paul to condone violations of conditional use permits. The site plan — which was approved after the remodel was completed — incorporates UST's CUP violation.

Revoking the CUP will require UST to come back to the City with a site plan that complies with its CUP and with approved environmentals.

II. THE PLANNING COMMISSION SHOULD NOT AMEND THE CUP.

While the Department of Safety and Inspections has ordered UST to remove the Binz driveway, the PED staff report has now recommended that the CUP be amended so that the Binz driveway may remain and operate in the same way it has been operating since before 2004. There has been no notice to the community regarding a proposal to amend the CUP, which is an important procedural defect of PED's recommendation.

But this CUP's unique procedural history and posture distinguish it from many CUPs. It is uncommon that a CUP would result from the settlement of a lawsuit. In this particular case, the terms of the CUP were the subject of a lawsuit that involved the City, UST, and SARPA. **All parties are bound, including the City.** The City does not have the freedom to unilaterally amend the mutually agreed-upon CUP and would be in violation of the Release of All Claims if it did. This is more than just general guidance: the terms of the CUP were specifically stated. If the City were to amend the CUP, it would open itself up to a contract enforcement lawsuit from SARPA, the Union Park District Council, and/or the Macalester-Groveland Community Council. The plaintiff(s) in such a lawsuit could collect their attorney fees from the City as well.

CONCLUSION

There are times when citizens, acting through their officially designated community councils, express their will and enter into agreements that are binding. When those agreements are with the City, the citizens rely on decision makers within the City government not just to uphold those agreements, but to enforce those agreements. This is one such time. The citizens expect that the Planning Commission will enforce the agreed terms of the CUP and will revoke the approval of the site plan that contradicts those terms. If UST returns with a new site plan that continues to violate the CUP, the Planning Commission could justifiably deny approval.

Advocates for Responsible Development
2239 Fairmount Avenue
St. Paul, MN 55105

Contact:
Daniel L. M. Kennedy
(612) 728-8080
dan@lakestreetlaw.com

RELEASE OF ALL CLAIMS

IN SOLE CONSIDERATION as set forth in Exhibit "A" attached and incorporated hereto and conditioned on City of Saint Paul approval of the University of St. Thomas' application for a Conditional Use Permit to expand its campus boundary subject to the conditions enumerated in Exhibit A, the Summit Avenue Residential Preservation Association ("SARPA"), the Merriam Park Community Council, the Macalester-Groveland Community Council, their individual members, board members, executives, representatives, successors, and assigns, the City of Saint Paul and the University of St. Thomas and their representatives, successors, and assigns do hereby mutually release and forever discharge each other from any and all liability, claims, actions, causes of action, and demands of any kind, known or unknown, or existing, resulting from or related to environmental assessment process as alleged in SARPA's Complaint against City of Saint Paul, Ramsey County District Court File No. 62-C1-04-2901.

Upon the City of Saint Paul's adoption of the Conditional Use Permit pursuant to the terms of this General Release, SARPA agrees to sign, execute, and file a stipulation of dismissal with prejudice without the imposition of attorneys fees, costs and disbursements to any party; furthermore, SARPA, the Merriam Park Community Council, and the Macalester-Groveland Community Council agree not to appeal to the City Council or to sue the City of Saint Paul regarding any of the future related approvals by the Saint Paul Heritage Commission and/or the Saint Paul City Council or the City respecting permit approvals for the demolition or construction of buildings consistent with the conditions set forth in Exhibit A.

This release shall not be considered an admission of liability by any of the parties or persons identified above.

Should the University of St. Thomas or the City of St. Paul fail to comply with any condition set forth in Exhibit A ("the Conditions"), the Summit Avenue Residential Preservation Association, the Macalester-Groveland Community Council or the Merriam Park Community Council shall have the right to seek and obtain injunctive or declaratory relief, but only to enforce the Conditions, without the necessity of proving damages or posting a bond. If a court should conclude that the University of St. Thomas or the City of St. Paul has in bad faith committed a material violation of the Conditions, the court may award a reasonable attorney fee and costs. If a court should conclude that an action to enforce the Conditions has been brought in bad faith, the court may award a reasonable attorney fee and costs to defendant[s].

This release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAVE READ THE FOREGOING AND FULLY UNDERSTAND IT AND ARE AUTHORIZED AND REPRESENT THAT EACH IS AUTHORIZED TO SIGN FOR AND ON BEHALF OF AND BIND THE PERSON(S) WHICH S/HE REPRESENTS.

This agreement may be executed in counterparts or with separate signature pages.

APPROVE AS TO FORM:

CITY OF ST. PAUL

Date: August __, 2004.

By _____
Eric D. Larson, Assistant City Attorney
550 City Hall
15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8770

Subscribed and sworn to before me
this ___ day of _____, 2004

Notary Public

Date: August ____, 2004.

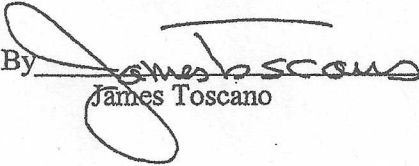
By _____
Susan Kimberly
Director of Planning and Economic
Development
1300 City Hall Annex
25 West 4th St.
Saint Paul, Minnesota 55102
Telephone: (651) 1266-6628

Subscribed and sworn to before me
this ___ day of _____, 2004.

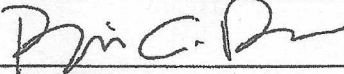
Notary Public

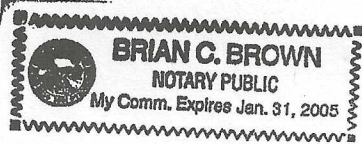
**SUMMIT AVENUE RESIDENTIAL
PRESERVATION ASSOCIATION**

Date: August 11, 2004.

By 
James Toscano

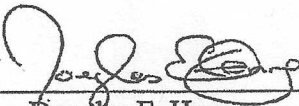
Subscribed and sworn to before me
this 11 day of AUGUST, 2004.


Notary Public

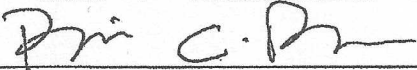


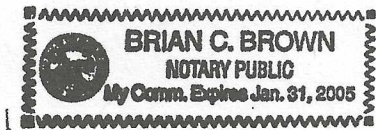
UNIVERSITY OF ST. THOMAS

Date: August 11, 2004.

By 
Douglas E. Hennes
University of St. Thomas
504 Loras Hall
2115 Summit Avenue
Saint Paul, Minnesota 55105-1096
Telephone: (651) 962-6402

Subscribed and sworn to before me
this 11 day of AUGUST, 2004.


Notary Public



MERRIAM PARK COMMUNITY COUNCIL

Date: August 11, 2004

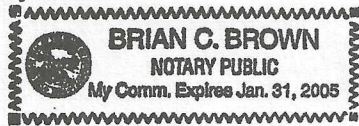
By [Signature]

Scott Banas
First Vice President
1684 Selby Avenue
Saint Paul, Minnesota 55104
Telephone: (651) 643-0712

Subscribed and sworn to before me
this 11 day of AUGUST, 2004.

[Signature]

Notary Public



MACALESTER-GROVELAND
COMMUNITY COUNCIL

Date: August 11, 2004

By [Signature]

Bob Spaulding
Community Organizer/Executive Director
320 S. Griggs St.
Saint Paul, Minnesota 55105
Telephone: (651) 695-4000

Subscribed and sworn to before me
this 11 day of AUGUST, 2004.

[Signature]

Notary Public

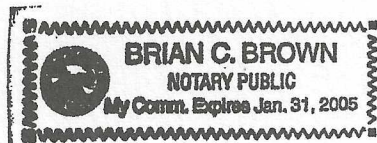


EXHIBIT A

University of St. Thomas Conditional Use Permit

Councilmember Benanav's Compromise Proposal - Aug. 4, 2004

The wording below represents the agreement among the University of St. Thomas, the Merriam Park Community Council, the Macalester-Groveland Community Council, and the Summit Avenue Residential Preservation Association. It is proposed as the decision component of the City Council's final resolution on the St. Thomas conditional use permit appeals, which has not yet been written. When the complete final Council resolution is drafted, including all of the "whereas" clauses reciting procedural steps and required findings, the language below will be incorporated as the Council's decision on the zoning appeals and will replace the Planning Commission's action.

NOW, THEREFORE, BE IT RESOLVED, by the Saint Paul City Council, under the authority of the City's Legislative Code, that the application of the University of St. Thomas for a Conditional Use Permit to expand its campus boundary is hereby approved subject to the following conditions:

1. **Campus Boundary.** The campus boundary for the University of St. Thomas shall be expanded to include the following properties:

East block (bounded by Summit, Cleveland, Grand and Finn): 2067 and 2085 Grand Ave.; 2110 Summit Ave.

West block (bounded by Summit, Finn, Grand, and Cretin): 2123, 2125, 2129, 2139, 2143, 2151, 2159, 2163, 2167, 2171, 2175 Grand Ave.; and 2120, 2130, 2134, 2140, 2144, 2150, 2154, 2156, 2166, 2170, and 2174 Summit Ave.

East of Cleveland Ave. : The four properties located at 2055 Summit Ave., 2045 Summit Ave., 44 N. Cleveland Ave., and 2057 Portland Ave.

Attachment 1 lists all of the addresses, property identification numbers (PINs), and legal descriptions for these properties. St. Thomas hopes to eventually acquire 2133 Grand Ave. as well. This property will automatically be included within the boundary upon purchase. The maps labeled Attachments 4 and 5 illustrate the properties to be included within the campus boundary.

Consistent with the University of St. Thomas Campus Boundary Plan amendment to the Saint Paul Comprehensive Plan Land Use Chapter, adopted on May 3, 1990, the boundaries set forth herein, with the addition of 2055 Summit Ave., 2045 Summit Ave., 44 N. Cleveland Ave., and 2057 Portland Ave., are to be considered as the definitive, long-term campus for the University of St. Thomas. Expansion beyond this area shall

be considered contrary to City policy. St. Thomas agrees not to purchase additional property in the neighborhood within one mile of the campus or along the entire length of Summit Avenue, with the exception of a home used as a residence for any future ex-president or chancellor, and excepting property purchased as part of a purchase/rehabilitation initiative as described in Condition 10. Further, St. Thomas agrees to sell, within 5 years from the date of permit approval, the properties it owns south of Grand Ave., including 2076, 2080, and 2084 Grand Ave. St. Thomas further agrees to apply to rezone 2076 Grand Ave. to a residential zoning classification, and sell the three properties with a restrictive covenant that they be used only for owner-occupied, non-student residential uses. If property is bequeathed to St. Thomas, it shall dispose of the property and return it to a conforming use within two years.

2. **Building Heights and Setbacks.** Building heights and setbacks within the two-block development area shall be as follows:

Setbacks

Summit Ave. frontage - A 50 ft. setback is established for the west block to match the setback of the existing residential structures, six of which would remain. On the east block, a 100 ft. setback is established for the three story portions of the two 59 ft. tall (to the ridge) academic buildings. One and two-story elements of the academic buildings, designed to soften the building height, can extend into the 100 ft. setback and must have a minimum setback of 80 ft. for the two-story portion and 50 ft. for the one-story portion.

Cleveland Ave. frontage - For the academic building, a 75 ft. setback to the three-story portion is established, with a minimum setback of 65 ft. to the two-story portion and 25 ft. to the one-story portion that would extend into the 75 ft. setback area. For the residential building located at the Cleveland and Grand corner, a 25 ft. setback from Cleveland is established.

Grand Ave. frontage - A 25 foot setback from Grand is established for the Cleveland/Grand residential building at the corner. A 25 ft. setback is established for all of the other residential buildings along Grand Ave. in both the east and west block. This matches the existing setback of the residence at 2133 Grand Ave. and the two apartment buildings at 2171-2175 Grand Ave. that would remain under the proposed development plan.

Cretin Ave. frontage - The buildings along this frontage, the 2175 Grand apartment and 2174 Summit Ave. house, are proposed to remain. The existing setbacks should be maintained. If the apartment building at 2175 Grand is replaced by a newly constructed building, a 25 ft. setback from Cretin Ave. shall be required.

Finn St. frontage - A 25 ft. setback is established for the new building on the west side, and a 30 ft. setback for the academic building on the east side.

Building Heights

The maximum height for the academic buildings shall not exceed 59 ft. to the ridgeline at the top of the buildings. The maximum height of the residential buildings, including the child development center/apartment building, shall not exceed 40 ft. to the top of the buildings. These heights shall be considered an absolute maximum, including all mechanical equipment.

3. **Size of Academic Buildings and Prohibition on Auditorium Uses.** A maximum of two academic buildings may be built on the east block. The size of the first academic building shall not exceed 75,000 sq. ft. in size. The size of the second academic building shall not exceed 65,000 sq. ft. in size. No auditorium, performance hall, or athletic facility with the capacity of more than 250 persons shall be constructed on the east or west blocks.
4. **EAW Mitigation Measures.** St. Thomas shall be required to implement the following mitigation measures as recommended in the Revised EAW, dated October 13, 2003 (pp. 84-85):
- Retain residences at 2120, 2130, 2170, and 2174 Summit Avenue and two more Summit Avenue houses to be designated. The apartment buildings at 2171 and 2175 Grand may be retained or removed.
 - Enroll in the Voluntary Petroleum Investigation Cleanup Program (VPIC) with the Minnesota Pollution Control Agency for the clean up of soil contamination related to the gas station and other LUSTs (leaking underground storage tanks).
 - Complete soil boring investigations in construction areas prior to excavation activities.
 - Conduct a demolition survey of each building to be removed from the site prior to demolition.
 - Coordinate with the Heritage Preservation Commission (HPC) regarding the historic district design guidelines and design the new buildings in keeping with the character of the historic district. Apply for the appropriate permits from the HPC.
 - Cooperate in preparation of an appropriate environmental review (e.g., EAW) for the future student center or other developments proposed within the historic district.
 - Review any changes to the two-block development project or future phased actions (developments elsewhere on campus analyzed in the EAW) with the City to determine if changes result in different environmental impacts (the City will determine the appropriate level of analysis required to evaluate such changes).
 - Provide emergency vehicle access on the west block via the mid-block sidewalks.
 - Obtain necessary City permits and implement the Pedestrian Management Plan for the Summit Avenue Parkway between Cretin and Cleveland by the completion of Stage 1 of the two-block development project.
 - Provide the City with the funding to complete the traffic signal adjustments required as mitigation for the two-block development project as recommended in the EAW.
 - Report to the City on the status of the search for remote parking and establishment of shuttle buses to supplement on-campus parking.
 - Move the bus stop on Summit to the east to minimize conflicts with buses and pedestrians using the crosswalks.
 - Further modify parking fees to maximize the use of on-campus parking areas (such as the Morrison Hall ramp).
 - Prepare a stormwater management plan that complies with the City discharge rate restrictions.
 - Control construction and demolition dust via watering, street sweeping, rock entrance, and other Best Management Practices.
 - Provide temporary barriers around the portions of the site under construction for safety.
 - Provide information as needed to assist the City in better managing on-street

- parking restrictions around the St. Paul campus.
- Conduct a student transportation survey to determine student parking and transportation needs and develop a parking and transportation plan for St. Thomas. (The survey should be conducted when classes are in session. Postcard surveys or random student interviews could be conducted. Focus groups could also be held.)
 - Control student housing through the Campus Living Office and enforce the City's noise ordinance.
 - Install a bus shelter (suggested by Metro Transit) on westbound Summit at the Metro Transit layover area, if approved by the HPC, and coordinate with Metro Transit and ACTC (Associated Colleges of the Twin Cities) to determine if other improvements to bus service can be made.
5. **2133 Grand Ave. (residential property not owned by St. Thomas).** All campus buildings developed adjacent to this property must be set back a minimum of 50 feet from the west side property line and 25 ft. from the east side property line. Alley access to the property must be maintained. St. Thomas shall work with the owner of 2133 Grand to develop appropriate means of mitigating the impact of increased student residents and a child development center adjacent to the property; and shall consider measures such as: fencing, special landscaping, or other screening; lighting that does not spill over the property line; window placement that enhances privacy; design and placement of child care drop-off and pick-up areas to minimize the potential for blocking alley access; and education of nearby student tenants to respect the property and privacy of the residents of 2133 Grand. The appropriate mitigation measures that will be required by the City will be determined during the site plan review process. These requirements shall no longer be in effect if 2133 Grand is subsequently purchased by St. Thomas and the property automatically included in the campus boundary.
6. **Enrollment Growth Increases.** St. Thomas agrees that total enrollment at the Saint Paul campus shall not exceed 8,750 students, including full-time, part-time, and audit students. Upon such time enrollment exceeds 8,000 students, St. Thomas shall report to the Planning Commission for additional review and conditions. The review shall consist of analyzing the impact of the additional enrollment on areas such as parking, traffic, student housing, and other related impacts on the surrounding residential area. St. Thomas shall propose a plan to mitigate negative impacts resulting from the additional enrollment, and the Planning Commission may impose additional conditions on this permit to address those impacts. Any additional conditions imposed by the Planning Commission may be appealed to the City Council.
7. **Number of Residential Beds.** The total number of residential beds on the east and west blocks shall not exceed 450, unless 2133 Grand Ave. is acquired, in which case the total shall not exceed 475 beds. In no event shall there be more than 100 beds in residences on Summit Avenue. Those persons living on the east and west blocks shall include a mix of undergraduate juniors and seniors and graduate students, with resident advisors, faculty and staff.
8. **West Block Development.** No new academic buildings shall be constructed on the west block. New construction shall be for residential uses only. St. Thomas shall agree

to preserve six of the existing single-family houses on the Summit Ave. frontage not including the garages. Any residential structures built to replace any single-family homes which are moved or demolished shall be designed to look like single-family or "mansion" style homes of diverse designs, such that the Summit Ave. side of the west block shall always appear to be a single-family residential block. For demolition and construction work within the historic district, St. Thomas shall follow the established review procedures of the Heritage Preservation Commission.

9. **Finn St.** For a period of no less than 30 years from the date of permit approval, St. Thomas agrees not to petition to close Finn St. between Summit and Grand Aves. and that Finn St. in this block shall remain a public street open to two-way traffic.
10. **Community Development Corp.** St. Thomas shall capitalize a CDC or establish a similar initiative whose purpose would be to purchase, rehabilitate, and sell to non-student owner-occupants an average of at least 2.5 houses per year within the boundaries of the Merriam Park and Macalester-Groveland neighborhoods. The average will be calculated over a twelve year time period, so that 30 houses will be done over the 12 years. For properties sold through this effort, restrictive covenants shall be added at time of sale to require use of the properties for non-student, owner-occupied residential uses only.
11. **University/Community Advisory Council.** St. Thomas agrees to participate, at the level of senior management and the board of trustees, in an advisory council charged with resolving university/community problems, and providing a channel for communications on campus master planning and development, and to enhance university/community relations. The composition of the advisory council would include representatives of the St. Thomas board of trustees, senior management and students, and neighborhood representatives from the Merriam Park Community Council and the Macalester Groveland Community Council, the Summit Ave. Residential Preservation Association, and Neighbors United. The scope of the advisory council's work would include all issues affecting local residents, including but not limited to: the creation and management of a CDC or similar initiative to purchase and rehabilitate housing in the neighborhood; parking; St. Thomas construction impacts, including the building of parking lots, athletic fields; student housing (both on and off-campus); and neighborhood quality of life issues such as the impact of student party houses. This group would meet at least quarterly and report to the St. Paul Planning Commission and the St. Paul City Council.
12. **Parking Issues.** St. Thomas agrees to explore and implement policies, such as reducing parking permit fees, that will increase the use of its on-campus parking spaces on evenings and weekends for the 2004-2005 school year. St. Thomas also agrees to explore ways to further increase use of on-campus parking and use of bus passes for all students in the 2005-2006 school year and succeeding years.
13. **Parking Ramps.** Parking for the east and west blocks shall be developed as proposed by St. Thomas, with a maximum of 590 spaces constructed in underground parking ramps on both blocks, and with access from Finn St. A small number of surface parking spaces, for uses such as drop-off/pick-up, or loading, shall be permitted. If St. Thomas

is unable to develop 590 total spaces on the two block development site, because of site and design constraints, such as those related to retaining six of the existing houses on Summit, then the balance of the spaces may be developed on the south campus.

14. **Student Addresses.** St. Thomas agrees to require all enrolled students to declare a bonafide local address, as a condition of registration, and will improve its computer tracking of student housing data to assist in enforcement of local City rental occupancy ordinances.
15. **Community Contribution.** St. Thomas agrees to commit a total of \$30,000 annually for use by the Merriam Park and Macalester Groveland Community Councils and the newly-established University/Community Advisory Council. The university would have discretion to award \$10,000 per year to each community council. The University/Community Advisory Council shall be awarded \$10,000 per year to be used at its discretion to address neighborhood issues related to the presence of the campus.
16. **Goodrich Ave. Access.** At such time as the University remodels or replaces the Binz Refectory or replaces Grace Hall, the loading drive which currently exists between Goodrich Ave. and the Binz Refectory shall be removed, such that there shall be no vehicular access from Goodrich Ave. to any of the University's buildings on the south campus.

In addition to establishing a new conditional use permit as described in the preceding points, the City and the Summit Avenue Residential Preservation Association have agreed to settle the lawsuit that SARPA filed, based on the following commitments:

SARPA agreement. St. Thomas agrees to preserve six of the existing houses on Summit Ave. in the west block and SARPA agrees to drop its pending lawsuit on the EAW and the organization and existing board members agree not to appeal to City Council or sue the City in the future related to any approvals the HPC and City Council may give for removal of the other five houses and construction of new residential structures that are consistent with the conditions of this permit.



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
www.stpaul.gov/dsi

FIRE ALARM INSPECTION REQUEST FORM

Complete all areas of this form and fax to: Saint Paul Fire Safety Inspection Division @ 651-266-8951 or email to DSI-EG@ci.stpaul.mn.us

****Note: No fax cover sheet is required when faxing this form.****

An inspector will contact you within 48 hours of receiving this request to confirm inspection date and time. Once an inspector has been assigned to this project, they will continue with all the inspections as needed.

Permit #: 2022-085078 ALM EG

Today's Date: _____

Requested By: _____

Name of Project: _____

Contractor:
COLLINS ELECTRICAL
CONSTRUCTION CO

Contractor Phone:
651-224-2833

Location:
2115 SUMMIT AVE

Owner:
University Of St Thomas

Owner Phone:
651-962-6536

Description of Work/Event:
Fire Alarm System Remodel Benz Refectory
Partial Floor Remodel In The Bin Building On The South Campus At Ust

Comments:

To be filled out by Fire Safety Inspection:
Inspector Assigned: _____

Date/Time of Inspection: _____



**PLUMBING/GASFITTING/INS
IDE WATER PIPING**

PERMIT#: 20 22 088212
Issued Date: August 31, 2022

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:	OWNER:
TOTAL MECHANICAL SERVICES, INC 420 BROADWAY AVE ST PAUL PARK MN 55071-1514	UNIVERSITY OF ST THOMAS 2115 SUMMIT AVE ST PAUL MN 55105-1048

PERMIT ADDRESS: 2115 SUMMIT AVE ST PAUL MN 55105-2633	Inspector: Tom S. Phone: 651-266-9055 Schedule Inspection: 7:30-9:00 AM Monday - Friday
---	--

SUB TYPE: Plumbing/Inside Water (All)	WORK TYPE: Commercial Alter
---------------------------------------	-----------------------------

BINZ BUILDING IS ON GOOD RICH BETWEEN CRETIN AND MISSISSIPPI BLVD.

Penalty Fee	No	Initial Fee	Yes
Estimated Value of Work	\$22,000.00	Addition to Permit	No
Estimated Start Date	Aug 10, 2022	Estimated Completion Date	Dec 31, 2022
Inside Water Piping?	Yes	Water Closet - Plumbing	3
Contractor Name	Total Mechanical Services, Inc	Application Method	Fax
Date Received	Aug 10, 2022	Lavatory - Plumbing	3
Sink - Plumbing	1	Floor Drain - Plumbing	3
Water Closet - Water	3	Lavatory - Water	3
Sink - Water	1		

FEES	
Permit Fee	457.00
Surcharge A	1.00
TOTAL	\$458.00

Effective February 29, 2016, the Department of Safety and Inspections (DSI) will expire plumbing permits where work has been suspended or abandoned (no progress recorded by DSI) for more than 180 days. Permit holders may request a one time 180 day extension, in writing, prior to the expiration of the permit.



ELECTRICAL PERMIT

PERMIT#: 20 22 082764
 Issued Date: August 08, 2022
 Expires Date: August 08, 2023

CITY OF SAINT PAUL
 Department of Safety & Inspections
 375 Jackson Street, Suite 220
 Saint Paul, MN 55101-1806
 www.stpaul.gov/dsi
 Phone: 651-266-8989
 Fax: 651-266-9124

CONTRACTOR: OWNER:

COLLINS ELECTRICAL CONSTRUCTION
 CO
 278 STATE STREET
 ST. PAUL MN 55107

UNIVERSITY OF ST THOMAS
 2115 SUMMIT AVE
 ST PAUL MN 55105-1048

PERMIT ADDRESS:
 2115 SUMMIT AVE
 ST PAUL MN 55105-2633

Inspector: Steve R.
 Phone: 651-266-9037
 Schedule Inspection:
 7:30 - 9:00 AM Monday - Friday

SUB TYPE: Electrical

WORK TYP: Commercial Repair/Alter

Folder Description: BINZ ATHLETICS REMODEL

Contractor Name	Collins Electrical Construction CO	Application Method	Internet
Date Received	08/08/2022	Owner's First/Last Name	UNIVERSITY OF ST THOMAS
Owner's Address	2115 SUMMIT AVE	Owner's City/State/Zip	ST PAUL MN
Owner's Phone # w/Area Code	651-962-5000	Estimated Value of Work	\$100,000.00
Estimated Start Date	Aug 8, 2022	Estimated Completion Date	Sep 15, 2022

Circuits 20 Amps 20

FEES	
Permit Fee	260.00
Surcharge A	1.00
TOTAL	\$261.00

Questions on service location or requirements, call Xcel at 1-800-628-2121. Minnesota Rules 3801.3780 Subpart 1 requires installers of electrical installations to schedule a final inspection. This permit is a fee for service and does not guarantee an unlimited number of inspections. Excessive inspection requests may require additional permit fees. Under St. Paul Legislative Code 33.04(d), any permit that has been inactive for over 180 days shall be expired by limitation, unless an extension has been applied for. Under Minnesota Rules Section 3801.3780 Subpart 2, permits with a fee of \$250 or less expire one year after issuance, regardless of whether the work is completed or not. A new permit would have to be obtained for the completion and approval of the work. All electrical permits processed after June 30, 2017 are now under the 2017 National Electrical Code. Questions on service location or requirements, call Xcel at 1-800-628-2121. Minnesota Rules 3801.3780 Subpart 1 requires installers of electrical installations to schedule a final inspection. This permit is a fee for service and does not guarantee an unlimited number of inspections. Excessive inspection requests may require additional permit fees. Under St. Paul Legislative Code 33.04(d), any permit that has been inactive for over 180 days shall be expired by limitation, unless an extension has been applied for. Under Minnesota Rules Section 3801.3780 Subpart 2, permits with a fee of \$250 or less expire one year after issuance, regardless of whether the work is completed or not. A new permit would have to be obtained for the completion and approval of the work. All electrical permits processed after June 30, 2017 are now under the 2017 National Electrical Code. Questions on service location or requirements, call Xcel at 1-800-628-2121.



BUILDING PERMIT

PERMIT#: 20 22 066784
Issued Date: June 30, 2022

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:	OWNER:
RYAN COMPANIES 533 S 3RD ST SUITE 100 MINNEAPOLIS MN 55415	UNIVERSITY OF ST THOMAS 2260 SUMMIT AVE ST PAUL MN 55105 USA

PERMIT ADDRESS: 2260 SUMMIT AVE ST PAUL MN 55105-1010	Inspector: Jason B. Phone: 651-266-9068 Schedule Inspection: 7:30-9:00 AM Monday - Friday
--	--

SUB TYPE: Institutional	WORK TYPE: Remodel
--------------------------------	---------------------------

REMODEL OF A PORTION OF THE BINZ BUILDING TO ACCOMODATE ATHLETIC OFFICES, TRAM ROOMS AND ADDITION OF UNISEX RESTROOMS

Would you like to submit project plans electronically? (If yes, you will receive	No	Plan Number	None
Proposed Primary Use (Institutional)	N-College/University	Existing Primary Use (Institutional)	N-College University
State Valuation	\$20,000.00	Estimated Start Date	Jul 11, 2022
Estimated Completion Date	Sep 09, 2022	Scope of Remodel Work (C)	Interior Demo Only
Structural Work?	No Structural Work	Interior/Exterior?	Interior Only
Interior Remodel-Com'l Scope	Interior Demo Only	Exterior Remodel-Com'l Scope	N/A
Primary Occupancy Group	B	Primary Construction Type	.II-B
Contractor Name	Ryan Companies	Application Method	Walk-in
Date Received	Jun 30, 2022	Change/Expansion of Use?	No
Valuation Override	No		

FEES	
Permit Fee	449.81
Surcharge B	10.00
TOTAL	\$459.81

WORK REQUIRING A PERMIT SHALL NOT BE COMMENCED UNTIL THE PERMIT HOLDER OR AN AGENT OF THE PERMIT HOLDER HAS CONTACTED THE DESIGNATED BUILDING INSPECTOR AND POSTED OR MADE AVAILABLE AN INSPECTION CARD



BUILDING PERMIT

PERMIT#: 20 22 074023
Issued Date: September 29, 2022

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR: OWNER:

RYAN COMPANIES
533 S 3RD ST SUITE 100
MINNEAPOLIS MN 55415

COLLEGE OF ST THOMAS
2115 SUMMIT AVE
ST PAUL MN 55105-1048

PERMIT ADDRESS:
2260 SUMMIT AVE
ST PAUL MN 55105

Inspector: Jason B.
Phone: 651-266-9068
Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Institutional

WORK TYPE: Remodel

REMODEL OF A PORTION OF THE BINZ BUILDING TO ACCOMODATE ATHLETIC OFFICES, TEAM ROOMS AND ADDITION OF UNISEX RESTROOMS.

Proposed Primary Use (Institutional)	N-College/University	Existing Primary Use (Institutional)	N-College University
State Valuation	\$795,000.00	SAC Credits	20
SAC Charges	20	SAC Number	Z-22-60
Estimated Start Date	Jul 11, 2022	Estimated Completion Date	Sep 09, 2022
Scope of Remodel Work (C)	Minor Remodel	Structural Work?	No Structural Work
Interior/Exterior?	Interior Only	Interior Remodel-Com'l Scope	Uni-sex Restroom
Exterior Remodel-Com'l Scope	N/A	Primary Occupancy Group	B
Primary Construction Type	.II-B	Contractor Name	Ryan Companies
Application Method	Email	Date Received	Jun 28, 2022
Project Manager Name	BECKY WERNER	Project Manager Email	BECK. WERNER@RYANCOMPANIES.COM
SAC Required?	No	SAC Deter'd by Metro Waste?	Yes
Change/Expansion of Use?	No	Valuation Override	No
Project Email Contact for Eplan Review	BECKY. WERNER@RYANCOMPANIES.COM	Would you like to submit project plans electronically? (If yes, you will receive	Yes

FEES	
Permit Fee	6,483.17
Plan Check Fee	4,214.06
Surcharge B	397.50
TOTAL	\$11,094.73

WORK REQUIRING A PERMIT SHALL NOT BE COMMENCED UNTIL THE PERMIT HOLDER OR AN AGENT OF THE PERMIT HOLDER HAS CONTACTED THE DESIGNATED BUILDING INSPECTOR AND POSTED OR MADE AVAILABLE AN INSPECTION CARD
BLDG 33



BUILDING PERMIT

PERMIT#: 20 22 074023
Issued Date: September 29, 2022

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:

OWNER:

RYAN COMPANIES
533 S 3RD ST SUITE 100
MINNEAPOLIS MN 55415

UNIVERSITY OF ST THOMAS
2260 SUMMIT AVE
ST PAUL MN 55105
USA

PERMIT ADDRESS:
2260 SUMMIT AVE
ST PAUL MN 55105

Inspector: Jason B.
Phone: 651-266-9068
Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Institutional

WORK TYPE: Remodel

REMODEL OF A PORTION OF THE BINZ BUILDING TO ACCOMODATE ATHLETIC OFFICES, TEAM ROOMS AND ADDITION OF UNISEX RESTROOMS.

Proposed Primary Use (Institutional)	N-College/University	Existing Primary Use (Institutional)	N-College University
State Valuation	\$795,000.00	SAC Credits	20
SAC Charges	20	SAC Number	Z-22-60
Estimated Start Date	Jul 11, 2022	Estimated Completion Date	Sep 09, 2022
Scope of Remodel Work (C)	Minor Remodel	Structural Work?	No Structural Work
Interior/Exterior?	Interior Only	Interior Remodel-Com'l Scope	Uni-sex Restroom
Exterior Remodel-Com'l Scope	N/A	Primary Occupancy Group	B
Primary Construction Type	.II-B	Contractor Name	Ryan Companies
Application Method	Email	Date Received	Jun 28, 2022
Project Manager Name	BECKY WERNER	Project Manager Email	BECK. WERNER@RYANCOMPANIES.COM
SAC Required?	No	SAC Deter'd by Metro Waste?	Yes
Change/Expansion of Use?	No	Valuation Override	No
Project Email Contact for Eplan Review	BECKY. WERNER@RYANCOMPANIES.COM	Would you like to submit project plans electronically? (If yes, you will receive	Yes

FEES

Permit Fee	6,483.17
Plan Check Fee	4,214.06
Surcharge B	397.50
TOTAL	\$11,094.73

WORK REQUIRING A PERMIT SHALL NOT BE COMMENCED UNTIL THE PERMIT HOLDER OR AN AGENT OF THE PERMIT HOLDER HAS CONTACTED THE DESIGNATED BUILDING INSPECTOR AND POSTED OR MADE AVAILABLE AN INSPECTION CARD
BLDG 33



BUILDING PERMIT

PERMIT#: 20 23 103724
Issued Date: January 02, 2024

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR: OWNER:

RYAN COMPANIES
533 S 3RD ST SUITE 100
MINNEAPOLIS MN 55415

COLLEGE OF ST THOMAS
2115 SUMMIT AVE
ST PAUL MN 55105-1048

PERMIT ADDRESS:
2260 SUMMIT AVE
ST PAUL MN 55105

Inspector: James B.
Phone: 651-266-9056
Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Institutional

WORK TYPE: Remodel

HPC - REMODEL LOWER LEVEL INTO DRY LOCKER ROOMS AND LAUNDRY CLOSET TO BE USED TEMPORARILY UNTIL NEW ARENA IS CONSTRUCTED.

Change/Expansion of Use?	No	Valuation Override	No
Project Email Contact for Eplan Review	BECKY. WERNER@RYANCOMPANIES.COM	Would you like to submit project plans electronically? (If yes, you will receive)	Yes
Proposed Primary Use (Institutional)	N-College/University	Existing Primary Use (Institutional)	N-College University
State Valuation	\$250,000.00	SAC Credits	4
SAC Charges	6	SAC Number	A-23-110
Estimated Start Date	Nov 27, 2023	Estimated Completion Date	Jan 26, 2024
Scope of Remodel Work (C)	Minor Remodel	Structural Work?	No Structural Work
Interior/Exterior?	Interior Only	Interior Remodel-Com'l Scope	Tenant Interior
Exterior Remodel-Com'l Scope	N/A	Primary Occupancy Group	B
Primary Construction Type	IIIB	Contractor Name	Ryan Companies
Application Method	Email	Date Received	Nov 07, 2023
Project Manager Name	BECKY WERNER 612-492-4473	Project Manager Email	BECKY. WERNER@RYANCOMPANIES.COM
Inclusion in Census Bureau/HUD Count	Add to Census Bureau/HUD Count	Inclusion in Met Council Count?	Add to Met Council Count
SAC Required?	Yes	SAC Deter'd by Metro Waste?	Yes

FEES	
Permit Fee	2,699.00
Plan Check Fee	1,754.35
SAC Payment	4,970.00
SAC Processing Fee	178.00
Surcharge B	125.00
<hr/>	
TOTAL	\$9,726.35

WORK REQUIRING A PERMIT SHALL NOT BE COMMENCED UNTIL THE PERMIT HOLDER OR AN AGENT OF THE PERMIT HOLDER HAS CONTACTED THE DESIGNATED BUILDING INSPECTOR AND POSTED OR MADE AVAILABLE AN INSPECTION CARD
BLDG 33



MECHANICAL PERMIT

PERMIT#: 20 23 107519
Issued Date: December 18, 2023

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:

OWNER:

HORWITZ LLC
7400 49TH AVE N
NEW HOPE MN 55428

UNIVERSITY OF ST THOMAS
2115 SUMMIT AVE
ST PAUL MN 55105-1048

PERMIT ADDRESS:
2115 SUMMIT AVE
ST PAUL MN 55105-2633

Inspector: Erik W.
Phone: 651-266-9045
Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Steam or Hot Water

WORK TYPE: **Commercial Repair/Alter**

RE-ROUTING EXISTING STEAM LINES AND CONNECTING TO EXISTING SYSTEMS (ST THOMAS BLDGS: FDD, GRACE, BINZ, BRADY, CRETIN)

Contractor Name	Horwitz LLC	Application Method	Walk-in
Date Received	Dec 14, 2023	Estimated Value of Work	\$1,046,033.00

Boiler

BTU

FEES	
Permit Fee	10,464.94
Surcharge B	518.41
TOTAL	\$10,983.35

GENERAL ADDRESS FOR ST THOMAS U-SEE CHILDREN FOR OTHER SPECIFIC BUILDINGS Minnesota Rules, Chapter 1300.0210
Inspections: The person doing the work authorized by a permit shall notify the building official that the work is ready for inspection. The person requesting an inspection required by the code shall provide access to and means for inspection of the work.



PLUMBING/GASFITTING/INSIDE WATER PIPING

PERMIT#: 20 23 104416
Issued Date: December 07, 2023

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:

OWNER:

HORWITZ LLC
7400 49TH AVE N
NEW HOPE MN 55428

UNIVERSITY OF ST THOMAS
2115 SUMMIT AVE
ST PAUL MN 55105-1048

PERMIT ADDRESS:

2115 SUMMIT AVE
ST PAUL MN 55105-2633

Inspector: Karl A.

Phone: 651-266-9049

Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Sewer/Disposal Only

WORK TYPE: **Commercial Replace**

UST Binz hall. Installing (1) floor sink. connecting to existing waste and vent piping.

Application Method	Internet	Owner's First/Last Name	University of St Thomas
Owner's Address	2115 Summit Ave	Owner's City/State/Zip	St. Paul, MN 55105
Owner's Phone # w/Area Code	651-962-6311	Penalty Fee	No
Initial Fee	Yes	Estimated Value of Work	\$3,500.00
Addition to Permit	No	Estimated Start Date	Dec 11, 2023
Estimated Completion Date	Dec 15, 2023	Sanitary Sewer	1

FEES

Permit Fee	85.00
Surcharge A	1.00
TOTAL	\$86.00

Effective February 29, 2016, the Department of Safety and Inspections (DSI) will expire plumbing permits where work has been suspended or abandoned (no progress recorded by DSI) for more than 180 days. Permit holders may request a one time 180 day extension, in writing, prior to the expiration of the permit.



WARM AIR, VENTILATION & GENERAL SHEET

PERMIT#: 20 23 104295
Issued Date: December 05, 2023

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR: OWNER:

HORWITZ LLC
7400 49TH AVE N
NEW HOPE MN 55428

UNIVERSITY OF ST THOMAS
2115 SUMMIT AVE
ST PAUL MN 55105-1048

PERMIT ADDRESS:
2115 SUMMIT AVE
ST PAUL MN 55105-2633

Inspector: Charles S.
Phone: 651-266-9069
Schedule Inspection:
7:30-9:00 AM Monday - Friday

SUB TYPE: Warm Air & Ventilation

WORK TYPE: **Commercial Repair/Alter**

Binz hall. Altering existing supply ductwork to accommodate new spaces. Installing a new exhaust fan and associated ductwork. All work is being done on the basement level space. This is a temporary set up while the new building/arena is being built.

Owner's First/Last Name	University of St. Thomas	Owner's Address	2115 Summit Ave
Owner's City/State/Zip	St. Paul, MN 55105	Owner's Phone # w/Area Code	651-962-6311
Estimated Value of Work	\$85,000.00	Estimated Start Date	Dec 11, 2023
Estimated Completion Date	Jan 8, 2024	Forced Air	Yes
Cooling	No	Ventilation	Yes
Ductwork	Yes	Bathroom	No
Kitchen	No	Laundry	Yes
Pollution Control	No	Solar Systems	No
Dust Collecting	No	Contractor Name	Horwitz LLC
Application Method	Internet	Date Received	12/04/2023
Heat Source	Gas		

Fans	Exhaust Fan	300 CFM	1
------	-------------	---------	---

FEES	
Permit Fee	850.00
Surcharge B	42.50
TOTAL	\$892.50

Minnesota Rules, Chapter 1300.0210 Inspections: The person doing the work authorized by a permit shall notify the building official that the work is ready for inspection. The person requesting an inspection required by the code shall provide access to and means for inspection of the work. Mechanical systems shall remain accessible and exposed for inspection purposes until approved. Minnesota Rules, Chapter 1300.0210 Inspections: The person doing the work authorized by a permit shall notify the building official that the work is ready for inspection. The person requesting an inspection required by the code shall provide access to and means for inspection of the work. Mechanical systems shall remain accessible and exposed for inspection purposes until approved.



ELECTRICAL PERMIT

PERMIT#: 20 23 109872
 Issued Date: December 26, 2023
 Expires Date: December 25, 2024

CITY OF SAINT PAUL
 Department of Safety & Inspections
 375 Jackson Street, Suite 220
 Saint Paul, MN 55101-1806
 www.stpaul.gov/dsi
 Phone: 651-266-8989
 Fax: 651-266-9124

CONTRACTOR:	OWNER:
COLLINS ELECTRICAL CONSTRUCTION CO 278 STATE STREET ST. PAUL MN 55107	UNIVERSITY OF ST THOMAS 2115 SUMMIT AVE ST PAUL MN 55105-1048

PERMIT ADDRESS: 2115 SUMMIT AVE ST PAUL MN 55105-2633	Inspector: Steve R. Phone: 651-266-9037 Schedule Inspection: 7:30 - 9:00 AM Monday - Friday
--	--

SUB TYPE: Electrical	WORK TYP: Commercial Repair/Alter
-----------------------------	--

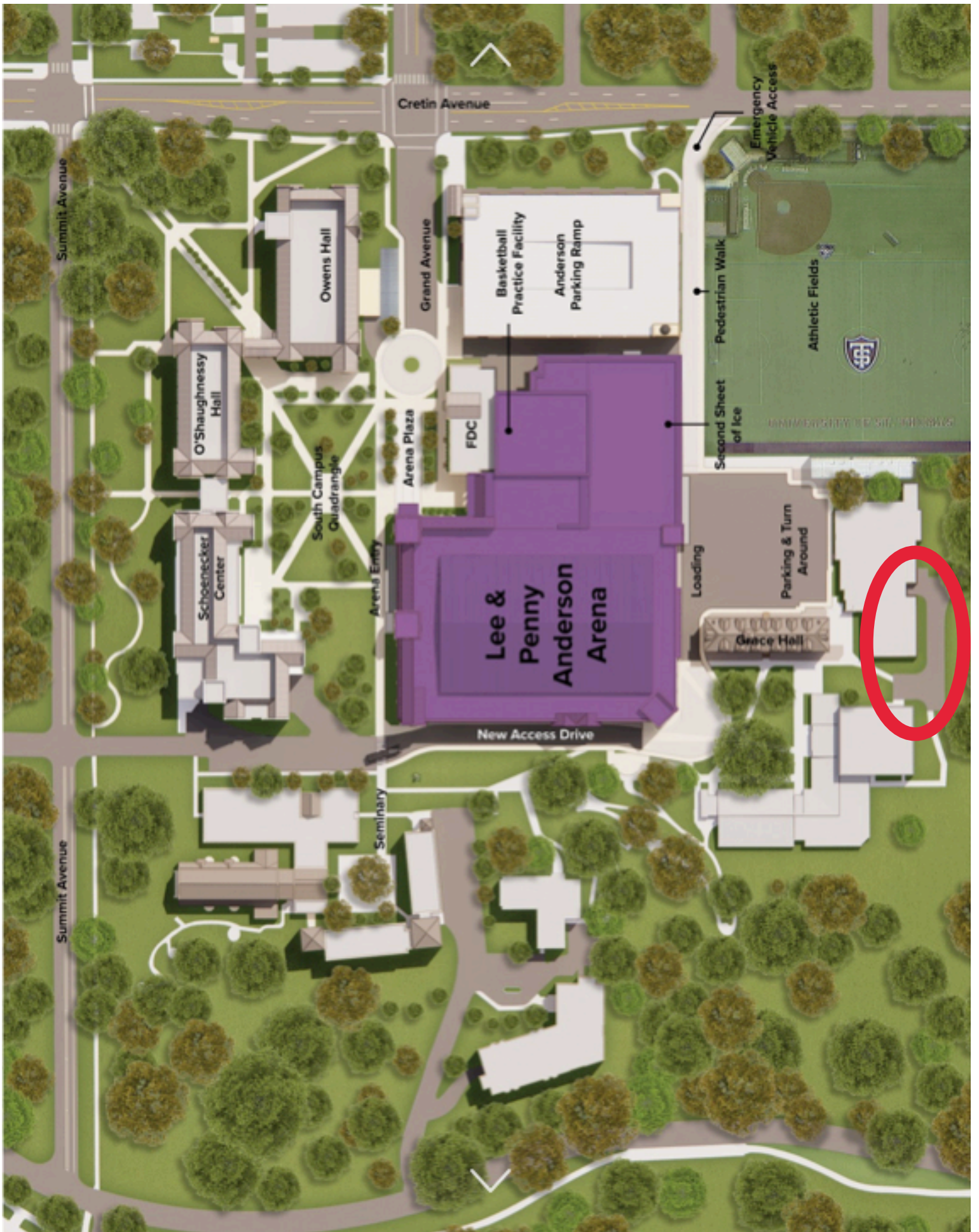
Folder Description: Installation of horn/strobes & module for fire alarm system at UST Binz

Contractor Name	Collins Electrical Construction CO	Application Method	Internet
Date Received	12/26/2023	Project Email Contact for Eplan Review	permitrequests@collinsmn.com
Owner's First/Last Name	University of St. Thomas	Owner's Address	2115 Summit
Owner's City/State/Zip	St. Paul/MN/55105	Owner's Phone # w/Area Code	6519625000
Estimated Value of Work	\$9,000.00	Estimated Start Date	Jan 2, 2024
Estimated Completion Date	Feb 2, 2024	Smoke Alarm	Yes
Main Fire Alarm Control Unit	1	Fire Alarm System Openings	14

Circuits	20 Amps	1
----------	---------	---

FEES	
Permit Fee	128.00
Surcharge A	1.00
TOTAL	\$129.00

Questions on service location or requirements, call Xcel at 1-800-628-2121. Minnesota Rules 3801.3780 Subpart 1 requires installers of electrical installations to schedule a final inspection. This permit is a fee for service and does not guarantee an unlimited number of inspections. Excessive inspection requests may incur additional permit fees. Under St. Paul Legislative Code 33.04(d), any permit that has been inactive for over 180 days shall be expired by limitation, unless an extension has been applied for. Under Minnesota Rules Section 3801.3780 Subpart 2, permits with a fee of \$250 or less expire one year after issuance, regardless of whether the work is completed or not. A new permit would have to be obtained for the completion and approval of the work. All electrical permits processed after July 1, 2023 are now under the 2023 National Electrical Code. NOTE: All 'Hard-Wired' (120 Volt) residential smoke detectors have to be battery-backup type.



*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A23-1656**

In re City of St. Paul's Decision on the Need for an Environmental Impact Statement
for the Proposed University of St. Thomas Multipurpose Arena.

**Filed July 8, 2024
Reversed and remanded
Bratvold, Judge**

City of St. Paul

Alan I. Silver, James C. Kovacs, Michael J. Pfau, Bassford Remele, P.A., Minneapolis,
Minnesota (for relator Advocates for Responsible Development)

Elizabeth H. Schmiesing, Christopher J. Cerny, Winthrop & Weinstine, P.A., Minneapolis,
Minnesota (for respondent University of St. Thomas)

Lyndsey Olson, St. Paul City Attorney, Daniel J. Stahley, Assistant City Attorney, St. Paul,
Minnesota (for respondent City of St. Paul)

Considered and decided by Bratvold, Presiding Judge; Segal, Chief Judge; and
Frisch, Judge.

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

In this certiorari appeal, relator Advocates for Responsible Development (ARD) challenges respondent City of St. Paul's (city's) negative declaration on the need for an environmental-impact statement (EIS) for a proposed multipurpose arena on the south campus of respondent University of St. Thomas (university). ARD argues that this court should reverse the city's decision for three independent reasons: (1) the

environmental-assessment worksheet (EAW) is “legally deficient” because it overlooked multiple stages “in total” of a phased action; (2) the city’s negative EIS declaration is arbitrary and capricious, and its findings are not supported by substantial evidence; and (3) the city’s mitigation measures are not specific, targeted, and certain.

Because multiple stages of a phased action “must be considered in total” before an EIS determination is made, *see* Minn. R. 4410.1000, subp. 4 (2023), and because substantial evidence does not support the city’s finding that it considered multiple stages of the university’s south-campus development as part of the existing conditions, we reverse and remand for a revised EAW, for which the city may reopen the record. Because it may be helpful on remand, we also discuss the second and third issues and conclude that the city’s negative EIS determination is arbitrary and capricious. On the second issue, because the city overlooked an important aspect of the problem by ignoring multiple stages of a phased action, we conclude that, on remand, the city’s revised EAW may likewise include revised findings about the potential environmental effects. We also conclude that the city’s finding that the EAW adequately considered greenhouse-gas emissions overlooked an increase in spectator traffic. Finally, on the third issue, the city’s recommended mitigation measures are not specific, targeted, and certain.

FACTS

The university proposes to build a multipurpose arena (the project or arena project) on its south campus in St. Paul. The city is the responsible governmental unit (RGU) that determines the level of environmental review required for the project. *See* Minn. R. 4410.0200, subps. 75-76 (defining “responsible governmental unit” and “RGU”), .2000,

subp. 3 (requiring an environmental-impact statement when the RGU determines that a project has the potential for significant environmental effects) (2023). The project site is located on six acres “bounded to the north by Summit Avenue, the east by Cretin Avenue, the south by Goodrich Avenue, and the west by Mississippi River Boulevard South.”

The project “include[s] one building to house a dual-purpose competition venue for the university’s hockey and basketball programs with capacity for approximately 4,000 to 5,500 spectators.” It will “include coaching offices, locker rooms, and student athlete support services including sports medicine, strength and conditioning, nutrition, and equipment.” The university plans to use the venue for “other university events such as commencement ceremonies, academic convocations, speakers, career fairs, and other events for the university.” The university proposes to demolish three buildings, five whole parking lots, and part of a sixth lot to accommodate the project. The project does not include constructing new parking lots.

Within this same area and immediately adjacent to the arena project site is Schoenecker Center. The university recently constructed Schoenecker Center “to meet a space deficit for academic programs across the university’s campus.” When the city issued its negative EIS declaration for the project in September 2023, the university anticipated opening Schnoecker Center in spring 2024.

Because the arena project is designed to accommodate more than 5,000 persons, it required the completion of an EAW. *See* Minn. R. 4410.4300, subp. 34 (2023) (noting that an EAW is mandatory for a “new sports or entertainment facility designed for or expected to accommodate a peak attendance of 5,000 or more persons”). The project’s EAW is dated

June 2023 and was published in the *Environmental Quality Board (EQB) Monitor* on June 27, 2023. The 30-day public-comment period ran from June 27 to July 27, 2023. The city received comments from 21 members of the public and four agencies—United States Army Corps of Engineers, the Metropolitan Council, the Minnesota Department of Natural Resources, and the Minnesota Department of Transportation.

ARD is a nonprofit organization with members including neighborhood residents who submitted public comments in response to the EAW. ARD’s arguments on appeal mirror some of the public comments, including concerns about increased greenhouse-gas (GHG) emissions, the impact on parking and transportation, and the city’s determination that the project is not part of a “phased action.”

The EQB granted the city’s request for additional time to consider the EAW comments. The city’s findings of fact and conclusions of law, which totaled five pages, were published in the *EQB Monitor*. The city found the project has the potential to impact parking and traffic, found GHG emissions, and identified cumulative potential impacts associated with the project. The city identified five mitigation measures that the university could undertake: (1) monitor event attendance for two years; (2) develop a traffic-management plan with the city; (3) establish parking incentives for public transit and rideshare options; (4) maintain a list of potential events to be hosted at the arena; and (5) keep the community informed of events. The city found that these mitigation measures would address the potential environmental effects associated with the project. Based on its findings, the city concluded that the project did not have the potential for significant environmental effects and, therefore, that an EIS was not necessary.

ARD petitioned this court for certiorari review.

DECISION

As mentioned above, an EAW is required for sports and entertainment facilities designed to accommodate 5,000 or more persons. Minn. R. 4410.4300, subp. 34. An EAW is a “brief document which is designed to set out the basic facts necessary to determine whether an environmental impact statement is required for a proposed action.” Minn. Stat. § 116D.04, subd. 1a(c) (2022). In comparison, an EIS is a more “exhaustive environmental review,” *Citizens Advocating Responsible Dev. v. Kandiyohi Cnty. Bd. of Comm’rs*, 713 N.W.2d 817, 824 (Minn. 2006) (*CARD*), and provides “information for governmental units, the proposer of the project, and other persons to evaluate proposed projects which have the potential for significant environmental effects, to consider alternatives to the proposed projects, and to explore methods for reducing adverse environmental effects.” Minn. R. 4410.2000, subp. 1. A project requires an EIS if it has the “potential for significant environmental effects.” Minn. Stat. § 116D.04, subd. 2a(a) (2022).

When considering whether a project has the potential for significant environmental effects, the RGU must consider (A) “type, extent, and reversibility of environmental effects”; (B) “cumulative potential effects”; (C) “the extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority”; and (D) “the extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EISs.” Minn. R. 4410.1700, subp. 7 (2023). The RGU must consider all

criteria when determining whether a project requires an EIS. *Id.*; *see also CARD*, 713 N.W.2d at 825.

A reviewing court defers to the RGU's decisions unless "they reflect an error of law, the findings are arbitrary and capricious, or the findings are unsupported by substantial evidence." *Id.* at 832. Substantial evidence is evidence that "a reasonable mind might accept as adequate to support a conclusion." *Id.* A decision is arbitrary and capricious if it is "based on factors that the legislature did not intend"; "entirely fails to address an important aspect of the problem"; "offers an explanation that is counter to the evidence"; or is "so implausible that it could not be explained as a difference in view or the result of the RGU's decision-making expertise." *Friends of Twin Lakes v. City of Roseville*, 764 N.W.2d 378, 381 (Minn. App. 2009). The party challenging an RGU's decision "has the burden of proving that its findings are unsupported by the evidence as a whole." *Id.* An appellate court's "role when reviewing an agency action is to determine whether the agency has taken a hard look at the problems involved, and whether it has genuinely engaged in reasoned decision-making." *CARD*, 713 N.W.2d at 832 (quotations omitted).

Here, the city determined that the project does not warrant an EIS because the project is "subject to regulatory authority which will be sufficient to implement mitigation necessary to address potential environmental effects." ARD argues that the city's negative EIS declaration is arbitrary, capricious, and unsupported by substantial evidence for three reasons. First, ARD challenges whether the city considered Schoenecker Center, another project that was under construction next to the arena when the project EAW was being prepared, in its evaluation of the potential environmental effects. Second, ARD argues that

substantial evidence does not support the city's findings on the project's potential environmental impacts on parking, traffic, and GHG emissions. Third, ARD asks us to reject the city's findings that recommended mitigation measures will address the project's environmental effects.

I. The city's finding that it considered Schoenecker Center when assessing the need for an EIS is arbitrary and capricious.

The EAW submitted for public comment stated that the project was not part of a phased action.¹ Responding to public comment, the city acknowledged that, because the university was constructing Schoenecker Center while the EAW was underway, some might consider the project to be a "phased action." The city added, however, that the "impacts associated with the Schoenecker Center project were included as part of the existing conditions analysis and background conditions for the EAW and [t]raffic study analysis." We understand the city's response to imply that the city need not consider the proposed arena a phased action.

In its brief on appeal, ARD argues that the "EAW is legally deficient" because it did not consider the project to be a phased action that included Schoenecker Center.² ARD

¹ More precisely stated, the EAW states, "No," in response to the question asking whether "this project [is] a subsequent stage of an earlier project." The EAW also certifies that the EAW "describes the complete project; there are no other projects, stages, or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively."

² While ARD argues that we should reject the EAW because it is "legally deficient," it cites no legal authority for this proposition. We decline to scrutinize the EAW for legal deficiencies. Instead, we apply the standard of review to the city's decision as stated in existing caselaw and summarized in this opinion.

argues that, because Schoenecker Center was under construction, it was not an existing condition at the time of the EAW and that, therefore, the city disregarded the potential environmental effects of multiple stages of the phased action.

“Multiple projects and multiple stages of a single project that are connected actions or phased actions must be considered in total when determining the need for an . . . EIS.” Minn. R. 4410.1000, subp. 4. “‘Phased action’ means two or more projects to be undertaken by the same proposer that an RGU determines: A. will have environmental effects on the same geographic area; and B. are substantially certain to be undertaken sequentially over a limited period of time.” Minn. R. 4410.0200, subp. 60 (2023).

Despite effectively conceding that the arena and Schoenecker Center are in “the same geographic area” and were “undertaken sequentially over a limited period,” *see id.*, the city adhered to its initial determination that the project is not a phased action. Justifying its determination, the city explained that it considered Schoenecker Center as part of the existing conditions for the EAW. We are not convinced. Schoenecker Center was not completed or open for use when the EAW was prepared. And, as the city notes, no EAW was prepared for Schoenecker Center because it did not fall into a category for which an EAW was required.

The transportation study is central to the EAW for the arena project, and the study does not mention Schoenecker Center.³ While the city maintains that Schoenecker Center

³ The university’s brief to this court insists that the transportation study included Schoenecker Center, citing to figure 3, which is titled, “UST Campus Parking Summary.” We note that the figure depicts Schoenecker Center as a dotted outline and labels it as “under construction” and “opening 2024.” None of the 43 pages in the transportation study

was an “existing condition,” this assertion appears to be “counter to the evidence,” given that Schoenecker Center was not open when the transportation study was completed. *See Friends of Twin Lakes*, 764 N.W.2d at 381 (stating that an administrative decision is arbitrary and capricious if the explanation is “counter to the evidence”).

By failing to consider the project as part of a phased action that included Schoenecker Center, the city overlooked “an important aspect of the problem.” *Id.* An EIS is needed when a project has “the potential for significant environmental effects.” Minn. R. 4410.1700, subp. 1 (2023). “[P]hased actions shall be considered a single project for purposes of the determination of need for an EIS.” *Id.*, subp. 9 (2023); *see also* Minn. R. 4410.1000, subp. 4 (stating that multiple stages of a single project “must be considered in total”).⁴ When determining “whether a project has potential for significant environmental effects,” the RGU must consider the cumulative potential effects. Minn. R. 4410.1700, subp. 7(B).

The university appears to argue that the city’s failure to consider the project and Schoenecker Center to be parts of a phased action was harmless error because the combined

discusses the traffic impact or other environmental effects of Schoenecker Center. At most, the transportation study reflects that 127 parking spots were eliminated with the construction of Schoenecker Center; the transportation study does not discuss what effect, if any, Schoenecker Center will have on parking demand. After reviewing the transportation study, we conclude that it does not meaningfully address the impacts resulting from Schoenecker Center.

⁴ We note that applicable regulations provide that “where it is not possible to adequately address all the project components or stages at the time of the initial EAW, a new EAW must be completed before approval and construction of each subsequent project component or stage.” Minn. R. 4410.1000, subp. 4.

projects would not automatically require an EIS. *See* Minn. R. 4410.4400, subp. 11B(4) (2023). Although it is true that an EIS would not be mandatory due solely to the combined size of the arena and Schoenecker Center, that does not mean that the city’s error is harmless. “An EIS shall be ordered for projects that have the potential for significant environmental effects.” Minn. R. 4410.1700, subp. 1. As explained above, all stages are to be considered “a single project” when determining whether the project has the potential for significant environmental effects and requires an EIS. *Id.*, subp. 9. Because the EAW did not consider Schoenecker Center, the city’s negative EIS determination failed to address the phased action as “a single project.” *Id.* Thus, the university’s argument that the phased action was not subject to a mandatory EIS misses the mark.

The effect of the city’s flawed findings is evident in the EAW. For example, the transportation study recommended that the parking supply should exceed demand by 5-15% after the arena project is completed. For weeknight events hosted at the arena, the transportation study estimated that there will be *a parking deficit* of 100 to 740 spaces. Because the transportation study does not discuss events at Schoenecker Center, this estimated deficit does not account for simultaneous events, if any, at Schoenecker Center and the arena.⁵ In short, the parking deficit may be greater than is reflected in the

⁵ The record suggests that the university constructed Schoenecker Center to remedy a space deficit for academic programs. ARD claims that Schoenecker Center will also include a music auditorium and will host music events, which the university maintains is outside the administrative record. Based on our review, the administrative record does not include information about music events at Schoenecker Center. We therefore do not consider ARD’s claims about music events. But we note that the city may reopen the record on remand to do so.

transportation study because the EAW did not consider the arena to be a phased action that includes Schoenecker Center.

We conclude that the city's finding that it considered the environmental effects of Schoenecker Center as an existing condition is arbitrary and capricious because Schoenecker Center was under construction and incomplete at the time the EAW was prepared. Because the city found that the project and Schoenecker Center are both undertaken by the university, "will have environmental effects on the same geographic area," and are "substantially certain" to be undertaken in sequence "over a limited period of time," we conclude that the project is a phased action. *See* Minn. R. 4410.0200, subp. 60. The city was therefore required to consider the multiple stages "in total when determining the need for . . . an EIS." Minn. R. 4410.1000, subp. 4. But because the city did not consider the project to be a phased action, the EAW does not address the environmental effects in total. The city therefore overlooked "an important aspect of the problem." *Friends of Twin Lakes*, 764 N.W.2d at 381. Thus, we reverse and remand for a new EAW that considers the project and Schoenecker Center to be a phased action.

II. The city's negative EIS determination is arbitrary and capricious because its GHG analysis overlooked an increase in spectator traffic and the recommended mitigation measures are not specific, targeted, and certain.

Independent of its analysis of the project as a phased action with Schoenecker Center, ARD broadly challenges the city's determination that there is no potential for significant environmental effects and that, therefore, an EIS is not required. ARD argues that the city failed to adequately consider the environmental effects of parking, traffic, and GHG emissions and that the recommended mitigation measures are insufficient to address

the potential environmental effects. Because we have reversed and remanded for a new EAW that considers the project to be a phased action that includes Schoenecker Center, we address ARD's other arguments that may relate to a revised EAW.

A. Traffic and Parking

ARD contends that the transportation study is inadequate and that the project will result in traffic congestion and a significant parking shortage. The university argues that "the city properly considered traffic and parking impacts." The city maintains that the impacts on traffic and parking will be mitigated if the university follows identified measures.

As part of the EAW, the city retained a consulting firm to prepare a "traffic impact analysis" that analyzed "existing operations and parking within the study area," identified "transportation and parking impacts associated with the proposed arena during event and non-event conditions, and recommended potential mitigation to address any issues." The transportation study identified existing conditions, including "traffic volumes and parking utilization counts," and reviewed the "current transportation characteristics (roadways, pedestrians, bicycles, and transit), crashes/safety, and intersection operation." The transportation study determined that the university "may have a parking deficit ranging from 40 to 740 vehicles, depending on event size and night of the week." And the study recommended "mitigation strategies" to address the deficits, including reducing campus parking to increase event parking, requiring prepaid tickets to park in lots, encouraging public transit, partnering with a rideshare company, providing overflow parking, and scheduling high-attendance games on the weekends.

ARD objects to the transportation study's method for collecting data and its analysis of the impacts to parking and traffic. But we defer to the technical expertise of RGUs and the experts they employ. *See Minn. Ctr. for Env't Advoc. v. Minn. Pollution Control Agency*, 644 N.W.2d 457, 466 (Minn. 2002) (*MCEA*) (concluding that an agency with expertise in a particular area knows best what resources to use in its analysis). We, therefore, will not substitute our judgment for that of the experts who conducted the transportation study.

The city found that maximum-capacity basketball games attracting up to 5,500 attendees, which would occur once or twice per year, would result in a deficit of 742 parking spaces. The city determined that maximum-capacity hockey games attracting up to 4,000 attendees, which would occur up to four times per year, would result in a deficit of 330 parking spaces. Based on our review, these findings about parking deficits caused by the arena are supported by the transportation study. As noted above, however, the transportation study does not consider what impact, if any, events at Schoenecker Center would have on the parking-deficit analysis. This shortcoming must be addressed on remand.

ARD, citing *City of Bloomington v. City of Burnsville*, 666 N.W.2d 414 (Minn. App. 2003), argues that the transportation study is flawed because it does not account for employees, players, and vendors in determining peak event attendance. In that case, however, we considered whether the RGU erred in determining that the project was designed for, or could be expected to accommodate, fewer than 20,000 people. *Bloomington*, 666 N.W.2d at 417; *see also* Minn. R. 4410.4400, subp. 22 (2023) (requiring an EIS for

sport and entertainment facilities designed to accommodate more than 20,000 people). Here, the maximum capacity of the proposed arena is 5,500 attendees, which is well short of the attendance threshold requiring an EIS. And the transportation study states that employees and players are expected to park in staff lots during events.

ARD also challenges the average vehicle-occupancy (AVO) rate used in the transportation study, stating that the study “uses an estimated AVO of 2.75 without supplying any source documentation or reasoning.” The transportation study explained that the source of its reasoning about the AVO rate was “[b]ased on a combination of data collected at multiple events at Allianz Soccer Stadium, local event studies, numerous technical resources, and event travel characteristics around the Twin Cities and the country.” ARD’s argument is unavailing because there is evidence in the record to support the study’s reasoning and we do not weigh evidence. *See MCEA*, 644 N.W.2d at 466.⁶

In sum, on remand, the parking and traffic findings must address the multiple stages of the phased project in total. To the extent, however, that ARD challenges how the city weighed the evidence in the record, rather than any lack of evidence, its arguments are unpersuasive. *See Friends of Twin Lakes*, 764 N.W.2d at 381 (noting that the party challenging an RGU’s decision bears “the burden of proving that its findings are unsupported by the evidence as a whole”).

⁶ ARD further argues that the anticipated parking deficits violate the city’s comprehensive plan because the plan requires the city to manage parking supply and minimize traffic congestion. The city found that the parking deficit would be addressed by recommended mitigation measures, including event-traffic management and parking management. We discuss the mitigation finding below.

B. GHG Emissions

ARD argues that the city's GHG analysis for the project is inadequate because it does not account for emissions related to hockey-rink refrigerants and increased spectator transportation. The city and the university claim that the refrigerants to be used were excluded from the GHG analysis because the selected refrigerants are non-ozone-depleting chemicals. Relating to spectator transportation, the university maintains that the GHG analysis was performed according to EQB guidance.

The EAW analyzed potential GHG emissions following the EQB's guidance and utilizing the Environmental Protection Agency's GHG-emission calculator. As explained in the EAW,

[e]missions from cooling and refrigeration systems are not accounted for in this operational emissions analysis as GHGs from refrigerants are approximately less than 5 percent of the total GHG emissions of a building. The project will incorporate an ammonia (NH₃)-based refrigerant plant for the ice rinks; however, annual usage will be limited for maintenance needs only and therefore not included in the GHG analysis. Ammonia is considered an acceptable non-ozone depleting alternative for ice rinks compared to other hydrochlorofluorocarbons substances under EPA's Significant New Alternatives Policy program. . . . The project will include the use of Zambonis to service the ice rink and a forklift to service the facility and both are planned to be electric and not included in the GHG analysis.

While ARD is correct that the EAW does not include cooling and refrigeration systems, the EAW explains that those systems were excluded in the GHG analysis because they are "acceptable non-ozone depleting alternative[s]" and therefore not of concern. The city's decision to omit the cooling and refrigeration systems from the GHG analysis is, therefore, supported by substantial evidence.

ARD also faults the city for not considering emissions from spectator transportation in its GHG analysis. The university responds that no agencies commented on the GHG analysis. Neither the city nor the university disputes ARD's claim that the GHG analysis does not include spectator transportation.

The university proposed that the arena will host the university's hockey and basketball programs as well as commencement ceremonies and career fairs. The EAW clarifies that the basketball program, commencement ceremonies, and career fairs are currently hosted at other facilities on the university's St. Paul campus. The hockey program, however, is not currently hosted on the university's St. Paul campus. Because the hockey program is not currently hosted at the St. Paul campus, the project will increase the number of spectators traveling to the St. Paul campus by moving the hockey program and events there. By overlooking how spectator travel would impact the project's GHG emissions, the city "entirely fail[ed] to address an important aspect of the problem." *See Friends of Twin Lakes*, 764 N.W.2d at 381. The city's determination that the project does not have the potential for significant environmental effects due to spectator transportation is, therefore, arbitrary and capricious.

C. Recommended Mitigation Measures

ARD claims that the city's recommended mitigation measures related to traffic and parking are "no more than vague statements of good intentions that cannot be considered as proper and sufficient mitigation." The city and the university argue that the recommended mitigation measures are sufficient to address the project's impact on parking and traffic.

When determining “whether a project has the potential for significant environmental effects,” an RGU must consider “the extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority.” Minn. R. 4410.1700, subp. 7(C). An RGU may consider mitigation measures, including those that “may be applied by a regulatory authority.” *CARD*, 713 N.W.2d at 834. An RGU may rely on mitigation measures to offset the potential for significant environmental effects under Minn. R. 4410.1700 (2023) “only if those measures are specific, targeted, and are certain to be able to mitigate the environmental effects.” *Id.* at 835.

The city, “based on the nature and extent of the potential impact, and building on strategies identified in the EAW,” recommended mitigation measures. The city also stated that “[i]mplementation should be tied to issuance of a Certificate of Occupancy.” And the city noted that it used “mandatory language” but also stated that “alternative strategies or components of strategies that result in a substantially similar or better mitigation will be considered acceptable.” The city recommended five mitigation measures to address the project’s impact on parking and traffic:

1. St. Thomas has agreed to monitor event attendance, traffic, and parking for no less than two operational years after the Multipurpose Arena is occupied.
2. Event Traffic Management: St. Thomas has agreed to develop, in consultation with Saint Paul [Police Department] and Public Works, an Event Traffic Management Plan, including strategies for traffic control. The plan will tie specific strategies to event size and timing. In addition to collegiate hockey and basketball, the plan will also cover any other planned/potential events at the Multipurpose Arena.

3. Parking Management: St. Thomas has agreed to establish incentives for the use of public transportation and/or rideshare when attending events at the Multipurpose Arena. St. Thomas will also implement reasonable parking system applications to inform patrons what lots are sold out/full for major events to encourage the use of transit, rideshare or carpool, and will provide off-site parking and shuttle service to provide alternatives to on-campus parking when large events occur at the Multipurpose Arena.

4. Non-sporting Events. St. Thomas has agreed to maintain a list of potential events other collegiate sports to be held at the arena, including the type, number, frequency, and timing of such events.

5. Community Engagement. St. Thomas will work to keep the community informed of upcoming events through the neighborhood relations website . . . as well as provide regular communications from the email list-serve. A dedicated email can also be used for neighbor concerns

ARD's argument is persuasive that these mitigation measures are not specific, targeted, and certain. *See CARD*, 713 N.W.2d at 835. To put the analysis in the correct context, we note that the regulatory scheme defines mitigation as

A. avoiding impacts altogether by not undertaking a certain project or parts of a project;

B. minimizing impacts by limiting the degree of magnitude of a project;

C. rectifying impacts by repairing, rehabilitating, or restoring the affected environment;

D. reducing or eliminating impacts over time by preservation and maintenance operations during the life of the project;

E. compensating for impacts by replacing or providing substitute resources or environments; or

F. reducing or avoiding impacts by implementation of pollution prevention measures.

Minn. R. 4410.0200, subp. 51 (2023).

We first consider each of the five measures and note that four measures are nonspecific and emphasize passive observation and communication, which does not align with the active verbs—avoiding, minimizing, rectifying, reducing, eliminating, and compensating—used in the regulatory definition of mitigation. *Id.* The first measure recommends that the university “monitor” or observe attendance, traffic, and parking for at least two years. While this may facilitate future mitigation, it is unclear how observation alone is a mitigation measure. Observation is not included in the regulatory definition of mitigation. Minn. R. 4410.0200, subp. 51.

The second measure recommends a traffic-management plan with the city, which is nonspecific, but presumably, the plan will include targeted mitigation measures. The fourth measure—a list of nonsporting events—is passive. It is unclear how keeping a list will mitigate environmental effects. Similarly, the fifth measure is communication—a university website of events to alert the neighborhood. Neither the list nor the website appears to include targeted steps that mitigate the potential environmental effects identified in the transportation study.

The only mitigation measure that appears to specifically reduce parking and traffic congestion is the third measure, which provides that the university will provide offsite parking and a shuttle service as well as incentives for arena spectators to use public transit. *See CARD*, 713 N.W.2d at 835 (requiring mitigation measures to be specific and targeted). The transportation study recommends that parking supply should *exceed* demand by 5-15%. For events during the week, the transportation study estimates that there will be a parking *deficit* of 100 to 740 spaces. Yet nothing in the record establishes the location or

capacity of offsite parking or the potential to reduce demand through public transit. Thus, substantial evidence does not support the city’s finding that offsite parking and incentives for public transit will mitigate the anticipated parking deficit. *See id.* (noting that mitigation measures must be “certain to be able to mitigate the environmental effects”). For the reasons stated, we conclude that none of the five mitigation measures is specific, targeted, or certain to mitigate the parking and traffic effects.

ARD also challenges the mitigation measures more broadly and argues that the mitigation measures are not mandatory. The city found that the mitigation measures would be tied to its issuance of a certificate of occupancy for the arena. The university contends that the city appropriately considered mitigation by a regulatory authority because it tied the implementation of these mitigation measures to the issuance of a certificate of occupancy.

We are concerned that the mitigation measures expressly allow the university to adopt “alternative strategies or components of strategies” and do not explain how any authority oversees the university’s compliance with the measures. To the extent that issuing a certificate of occupancy is regulatory oversight, it is different from the “ongoing” regulatory oversight described in the applicable law. Minn. R. 4410.1700, subp. 7(C) (providing that the RGU may consider “the extent to which the environmental effects are subject to mitigation by *ongoing* public regulatory authority” (emphasis added)).

We reject the university’s argument that the city’s recommended mitigation measures are like permitting requirements. The permitting requirements that other caselaw has recognized as mitigation measures included an enforcement mechanism. *See, e.g.,*

MCEA, 644 N.W.2d at 467-68 (stating that a mitigation measure can be tied to permitting requirements because the agency can enforce the measure through its permitting function). Here, it is unclear how the city could or would enforce the mitigation measures it recommends because the measures described occur *after* the city issues a certificate of occupancy to the university. We note that the city’s brief to this court states merely that the certificate of occupancy will not be awarded unless the university “agreed to the mitigation required by the city.” This falls far short of what caselaw requires. *See CARD*, 713 N.W.2d at 835 (“The RGU must have some concrete idea of what problems may arise and how they may specifically be addressed by ongoing regulatory authority.”). Thus, the certificate of occupancy cannot be compared to permitting requirements and does not provide “ongoing regulatory authority” without additional evidence or findings by the city. *Id.*

When we consider the details of each of the five recommended mitigation measures or more generally consider the regulatory authority proposed to implement these measures, we conclude that the measures are not specific, targeted, and certain. The city must address the noted shortcomings upon remand.

To conclude, the city’s finding that it considered the environmental effects of Schoenecker Center as an existing condition is arbitrary and capricious. Because the city overlooked an important aspect of the problem by ignoring multiple stages of a phased action, we reverse and remand for a new EAW. We acknowledge that, during remand, the city’s revised EAW may likewise revise its conclusions on the potential environmental effects in parking, traffic, and GHG emissions by spectator traffic. Finally, the city’s mitigation measures are not specific, targeted, and certain.

We, therefore, reverse and remand for a new EAW that considers the project and Schoenecker Center to be a phased action. In so doing, the city may reopen the record. We express no opinion about whether an EIS is needed.

Reversed and remanded.

FILED

October 15, 2024

**OFFICE OF
APPELLATE COURTS**

STATE OF MINNESOTA

IN SUPREME COURT

A23-1656

In re City of St. Paul's Decision on the
Need for an Environmental Impact
Statement for the Proposed University
of St. Thomas Multipurpose Arena.

O R D E R

Based upon all the files, records, and proceedings herein,

IT IS HEREBY ORDERED that the petition of the University of St. Thomas for
further review is denied.

Dated: October 15, 2024

BY THE COURT:



Natalie E. Hudson
Chief Justice

THISSEN, PROCACCINI, JJ., took no part in the consideration or decision of
this case.

20 November 2024

Planning Commission of the City of St Paul
1400 City Hall Annex
25 West 4th Street
St Paul MN 55102

24-078-362 University of St Thomas Review of CUP
Review of conditional use permit (ZF #04-054-501)
2260 Summit Avenue, between Mississippi River Blvd. and Cretin Avenue S.

Public Comments of William C Richtman

Dear Members of the Zoning Committee of the St Paul Planning Commission:

Let the following be read for the record:

It is fact that the City of St. Paul and the University of St Thomas (UST) were sued in 2004 over the Environmental Assessment Worksheet (EAW) for UST's campus expansion by the Summit Avenue Residential Preservation Association (SARPA). That suit was settled in August of 2004 with the execution of the Release of All Claims (Release), signed by all parties involved, including UST and the City of St Paul. The Release is a legal agreement that is binding on all signatories, including UST and the City of St. Paul.

It is fact that the sole consideration for the Release was compliance with the Conditional Use Permit conditions (the Conditions) that were adopted and attached as Exhibit A to the Release.

It is fact that paragraph 16 of the Conditions requires removal of the loading drive, with no vehicular access to Goodrich Avenue at such time at UST remodels or replaces the Binz Refectory.

It is fact that UST remodeled the Binz Refectory in 2022 and 2023. The City of St. Paul acknowledged this fact when it issued permits for the remodeling and issued an order for the removal of the vehicle access to the South Campus from Goodrich Avenue,

It is fact that one of the material provisions of the Release is that, if the City of St Paul or UST fails to comply with ANY of the Conditions set forth in the Release, SARPA or its assignee shall have the right to seek and obtain an injunction or declaratory relief to enforce the conditions. A bad-faith material violation of the Conditions also triggers an award of attorneys fees and costs.

In its Findings, City staff mention the City Council's approval of a "negotiated settlement of a lawsuit," but totally fail to recognize that the Release of All Claims as part of the settlement of that lawsuit makes any condition in the CUP non-negotiable and not subject to review by the Zoning Committee of the Planning Commission. In this case, the Planning Commission cannot alter the existing CUP as it stands.

In the Findings, there is no opinion or recommendation rendered by the City Attorney despite the fact that the Release of Claims nullifies the normal rules for altering a CUP by the Planning Commission. The Planning Commission must be informed by the City Attorney of 1) whether it has the authority to take any action in this case and 2) what the legal ramifications are as laid out in the Release of Claims.

The legal firm, Winthrop and Weinstine, acting as UST's agent in its response to the Planning Commission, alludes to the Release of Claims as the "Settlement Agreement" but fails to acknowledge the Release of Claims included in the 2004 CUP as a crucial component of a legally binding contract between the parties, including the City and UST. UST implies the City imposed the conditions of the CUP and can therefore alter the conditions. UST deliberately ignores the fact that the conditions of the CUP will be enforced by a another lawsuit as set forth in the Release of Claims signed in 2004. Indeed, UST erroneously argues that the Planning Commission has the "ultimate authority" to deny the removal of the access from Goodrich Avenue when it clearly does not.

UST was well aware of the requirements of the 2004 CUP and the Release when it undertook its mega-arena project. UST discussed adding two floors to the Anderson Parking Facility in its 2023 mega-arena EAW form. Adding these two floors would help relieve some of the desperately needed parking on campus caused by UST when it began construction of the mega-arena. But this would require revisiting the CUP and UST chose not to do so. Beginning in 2022 the Binz Refectory was remodeled, its primary use altered and its name was changed to the "Binz" according to Winthrop and Weinstine on behalf of UST. Although UST was aware access to the new Binz from Goodrich Avenue was to be eliminated by the legally binding Release agreed upon by UST, there was no alternative access provided in the mega-arena site plan approved by the City. The refusal to recognize the validity and enforceability of the 2004 CUP by the City of St Paul and UST has led both of them to advocate violating a legally binding agreement. This violation of the Release and the rights of the neighborhood to require UST to live up to its word must not be allowed by the Planning Commission.

Sincerely,



William C Richtman
1939 Portland Avenue
St Paul MN 55104

Virginia Anne Housum
2229 Fairmount Avenue
Saint Paul, Minnesota 55105

November 18, 2024

TO: City of Saint Paul Zoning Committee

RE: Binz Refectory CUP, matter ZF-04-054-501

Dear Committee Members:

As you know, the University of St. Thomas is in violation of condition number 16 of the conditional use permit granted on August 16, 2004 (“CUP”). It likely is in violation of other provisions of the CUP as well. This letter concerns principally condition 16 of the CUP. In condition 16, the CUP provided, in pertinent part, that upon a remodeling of the Binz Refectory, the driveway from Goodrich Avenue would be removed, “such that there shall be no vehicular access from Goodrich Ave. to any of the University’s buildings on the south campus.” City staff documented this violation in a letter to the University dated July 1, 2024. The issue at that time was whether the Binz Refectory had been remodeled, a city conclusion which the University implausibly challenged, despite filing for several building permits, which specifically used the term “remodeling,” followed by construction on the building. City staff was correct in finding the CUP was violated; there can be no question that the driveway should have been removed more than two years ago. The only remaining issue now should be the punishment to be imposed on the University for violating the CUP. The appropriate remedy should be denying the University the benefits it has claimed under the CUP, specifically by the City limiting the building heights on the south campus of all buildings, including its new multipurpose arena, to the height permitted by the zoning ordinance of 40 feet.

Notwithstanding this solution to the University’s refusal to comply with the CUP, on November 13, 2024, city staff inexplicably suggested that the violation should be permitted to continue, with conditions which are not set out with clarity and without any mechanisms for enforcement. The public policy consequences of the recommendation will be clear to everyone who does business with Saint Paul: zoning ordinances and even contractual agreements with the city can be violated with impunity in Saint Paul. The city needs to be very clear that it will enforce its zoning ordinances, and at the very least require that the University follow through with its obligation under the CUP to remove the driveway.

In making the November 13th recommendation, city staff overlooked the fact that the CUP was heavily negotiated, mostly recently in 2004, and not just with the city. The CUP has a long history as part of the planning process for Saint Paul; it goes back to 1990. A great deal of thought and energy

City of Saint Paul zoning committee
November 18, 2024

went in to the process of creating a comprehensive planning regimen for the University to operate it. Most important, the University agreed to its terms and conditions. The CUP constitutes a three party contract between the University, SARPA, and the city, which had filed a lawsuit to protect the taxpaying neighbors of the University. If the University wants to avoid its obligations under the contract which settled the litigation with SARPA, it should, like any party which breaches a contract, be prepared to be subject to the remedial rights of the other contracting parties. I cannot speak for SARPA, but the city cannot unilaterally agree to modify the contract, and must consult SARPA about the remedies SARPA would want. As noted above, the most obvious remedy is to have the University lose all benefits it obtained under the CUP, which allowed greater height than otherwise would have been permitted under the zoning code. I note, however, that the University appears to be in violation of several other provisions of the 2004 amendments of the CUP.

It is immediately clear that the November 13 recommendations of the staff are neither feasible nor practical. As noted above, there are several requirements imposed on the University which the city has not enforced. For example, the University agreed to limit enrollment to 8,750 students, including full time, part time, and auditing students (condition 6). On its website, the University represents that it has over 9000 enrolled students. In condition 13, the CUP provided that the University would build an underground garage between Cleveland and Cretin, accessible from Finn Avenue; if the University had complied with this condition, many of its current disputes with neighbors would have been mitigated. The CUP also provided mechanisms for reporting by the University on the number of students enrolled in the University to the city, and provided a ratio of parking spaces as compared to the number of students in attendance (section 8, 1995 CUP). Numerous requests for the required annual reports have been made and no response has been received. The clear implication is that the city has not received the reports, and has not followed through in requiring compliance by the University.

Now the staff recommendation is that the driveway would remain in place for use for deliveries to the Binz Refectory, maintenance vehicles and emergency vehicles, and it cannot be used by students, employees, or visitors, and it cannot be connected to other parking facilities. The staff recommendation is remarkably silent on how this restriction will be enforced. By way of background, Goodrich Avenue is already under severe stress from University students and vehicles, which park illegally. This includes team buses, which idle on the south side of Goodrich late at night, awaiting parents meeting team members returning to Saint Paul. The staff recommendation would imply that the city will have police officers who will inspect and enforce the limitations on the driveway. And yet the city already fails to enforce the limitations on vehicles in the immediate area of the driveway, or the other requirements of the CUP. How will the driveway be different from the other limitations imposed on the University in the CUP, and on Goodrich, Woodlawn, and surrounding streets north, south, and east of its campus?

City of Saint Paul zoning committee
November 18, 2024

The bottom line is that the University has not been a good neighbor, although it touts the neighborhood in its marketing materials. The University continually looks for loopholes in its obligations, just like it did in refusing to acknowledge its violation of the CUP. This is the time for the city to assert its jurisdiction over the University's impositions on surrounding Saint Paul neighborhoods. The driveway is emblematic of a bigger problem, and if it is allowed to avoid its contractual obligations in the CUP, there will be no end to its additional deprecations and noncompliance. Please uphold the requirement of the CUP, as fully negotiated in 2004.

Respectfully submitted,

Virginia Anne Housum

TO: City of Saint Paul Planning Commission and Zoning Committee

FR: John Kingrey and Karen James

2258 Fairmount Avenue

Saint Paul, MN 55105

RE: Binz Driveway

ZF #04-054-501

Please accept our comments regarding the Binz Driveway. In our opinion, maintaining the Binz Driveway is a clear violation of the CUP which was negotiated over 20 years ago. The negotiation resulted in a settlement which met the needs of UST and the interests of the neighborhood. To reopen the CUP to allow an exception would be unfair to the surrounding neighborhoods, especially when there is a viable alternative. This is a piecemeal change to the CUP which St. Thomas may argue is a precedent for future changes it would like.

- The 2004 CUP was a compromise between the adjacent community councils, SARPA, the city (collectively, the citizens), and UST. The city should be enforcing the compromise on its own behalf and on behalf of the citizens, not allowing UST to excuse itself from a provision it now disfavors.
- Under any conceivable and reasonable definition, the Binz building has been remodeled. Accordingly, the driveway should be removed.
- The impact on the neighborhood of having delivery trucks arrive, idle, load and unload, and depart should be considered.
- There is a lack of an enforcement mechanism for limiting driveway use to deliveries to Binz. It has been recently reported that a neighbor saw an Uber driver pick up a student in the Binz driveway.
- UST can construct alternative access to all sides of Binz building and Brady Center without using Goodrich Avenue. It is our belief that UST implicitly agreed to take whatever measures it felt were necessary for alternative access when it agreed to remove the Goodrich driveway upon its remodel of Binz. Unfortunately, some of those options are no longer available because of the huge new sports and entertainment complex being built on the south campus. The newly constructed driveway on the south side of the parking ramp could be extended to accommodate emergency and delivery vehicles, as well as student and athletic needs.

The CUP was a negotiated agreement; some parts are favorable to UST, and some are not favorable to UST. Many in the neighborhood are not eager to allow UST to remove the limitations and see this Binz issue as the beginning of UST's efforts to erode the limits of the CUP.

Thank you for the opportunity to share our views.

THE ZONING COMMITTEE SHOULD ENFORCE UST'S COMMITMENT
TO REMOVE THE GOODRICH AVENUE DRIVEWAY

1. History Behind Paragraph 16 of the Conditional Use Permit Approved by the St. Paul City Council on August 11, 2004

In St. Paul, whenever a university proposes to expand its campus it is required to prepare an "Anticipated Growth and Development Statement." In January 2000, the University of St. Thomas ("UST") issued a "Growth and Development Statement" announcing its intent to expand the campus boundaries, construct five (5) new academic buildings, and add hundreds of housing units. As to UST's South Campus, the University stated that it intended to demolish the Grace and Cretin Dormitories and replace them with new South Campus residence halls, and to remodel the Binz Refectory (a "refectory" is "a dining hall in a religious house, a college, or other institution." Dictionary.com).

In October 2003, the University issued a new report "Building for the Future; An update for Neighbors." This document projected "New residence halls to replace Ireland, Cretin and Grace halls" along with "Renovation or expansion of Binz Refectory for dining and support services." UST's March 5, 2004 revised "Anticipated Growth and Development Statement," proposed "New residence halls to replace ... Cretin and Grace Halls on the south campus. There is no timetable for these projects, although construction of the south campus halls could occur before 2009," and "renovation or expansion of Binz Refectory for dining and support services on the south campus. There is no timetable for this project."

The University's announced intention to develop new South Campus dormitories raised significant concerns to those persons residing south of Goodrich Avenue and between Cretin Avenue and Mississippi River Blvd. The University's campus occupies the entire northern side of Goodrich Avenue, while the entire southern side is lined by single family homes. There was a curb

cut on the north side of Goodrich Avenue and a driveway which led directly to the loading dock for the Binz Refectory and ending at the dock for the Brady Music Center.

For years, neighbors had been troubled by the daily use of the Goodrich Avenue Driveway by large vehicles making deliveries to or pickups from the Binz and Brady buildings, which was a hazard to children and families residing in that area. Moreover, many times the deliveries took place very early in the morning, with the vehicle engines noises and horn honking ruining a good night's sleep.

Neighbors were very concerned that when St. Thomas built its proposed new dormitories north of Binz, the University would expand the Binz driveway as a new entrance to UST's South Campus. The specter of having a driveway open 24 hours a day to students and deliveries along Goodrich Avenue would create a specter of even more safety issues and worsen the already existing disruption to the neighborhood.

After UST first announced its campus expansion plans, the Macalester/Groveland Community Council formed a Task Force to respond to the University's request for a new conditional use permit. Marc Manderscheid, a Goodrich resident living east of Cretin, was a member and Co-Chair of the Task Force for several years. Douglas Hennes was UST's Vice President for University and Government Relations. Over the years, Mr. Manderscheid and Mr. Hennes had many candid discussions concerning UST's proposals.

In Spring 2004, Mr. Manderscheid asked Mr. Hennes if the University would remove the Goodrich Avenue driveway as a part of its proposed South Campus changes. After discussion with other University officials, Mr. Hennes reported to Mr. Manderscheid that "Yes, the University agrees to close the Goodrich Avenue driveway." He further replied, however, that since the University was not then doing any construction on the South Campus, it did not want to go to the

expense of the Goodrich Avenue Driveway removal and construction of a new access from the north as a stand-alone project. Instead, Mr. Hennes proposed that the Goodrich Avenue driveway be removed and a new access drive to the Binz and Brady loading docks from the north, be constructed as a part of the University's future South Campus construction project. In 2004, the timetable for the construction appeared to be within a few year's time. Mr. Manderscheid responded, saying this seemed a reasonable request, but that we should settle on some definite guidelines so that the University and its neighbors would know for certain when the time had come for the Goodrich Avenue Driveway to be removed. Mr. Hennes suggested that the trigger for driveway removal be whenever the dormitory to the north of the Binz building, Grace Hall, was removed or whenever the University either did some remodeling to or removed the Binz Refectory.

Mr. Manderscheid thereafter drafted, and Mr. Hennes agreed, that the following language would govern the future Goodrich Avenue Driveway removal:

South Campus. At such time as the University remodels or replaces the Binz Refectory or replaces Grace Hall, the loading drive which currently exists between Goodrich Avenue and the Binz Refectory shall be removed, such that there shall be no vehicular access from Goodrich Avenue to any of the University's buildings on the South Campus.

In May 2024, the language agreed to by Mr. Hennes and Mr. Manderscheid was incorporated by Mr. Manderscheid into a draft "Resolution of the Macalester-Groveland Community Council Regarding a Conditional Use Permit for the University of St. Thomas."

By the summer of 2004, the University and its neighbors continued to be at loggerheads concerning the scope of UST's campus expansion and redevelopment. A lawsuit against the City and the University was filed by the Summit Avenue Residential Preservation Association ("SARPA"). In late June, 2024, City Council Member Jay Benanav requested that all of the parties make one last attempt to arrive at a negotiated resolution of the parties' differences, before the

matter would go to the Saint Paul City Council for a final resolution. In response to Councilmember Benanav's request, on July 16, 2004, Mr. Manderscheid sent Mr. Benanav the text of five paragraphs which could be a part of resolving the dispute, including the language which ultimately ended up as Paragraph 16 of the 2004 Conditional Use Permit ("2004 CUP").

In late July 2004, there were four in-person meetings of representatives of all the neighborhood groups and the University, presided over by Council Member Benanav. Through this process, all of the parties reached a comprehensive, mutual agreement concerning the scope of and conditions for the University's expansion and redevelopment, including Paragraph 16, which called for the removal of the Goodrich Avenue Driveway whenever the Binz Refectory would be remodeled or replaced.

The Saint Paul City Council approved UST's compromise with its neighbors on August 11, 2024, Council File 04-792 (pages 12-18 of Staff Report). The 2004 CUP included language desired both by UST and all of the neighborhood groups. See the WHEREAS Clauses. The 2004 CUP concludes: "Violations of the Conditions of this permit may result in its revocation."

In addition to agreeing on the language in the 2004 CUP, the City, UST, SARPA, the Macalester/Groveland Community Council, and the Merriam Park Community Council, each executed a separate "Release of All Claims," binding each of the parties to all of the terms of the mutually accepted compromise agreement (pages 89-98 of Staff Report), including the statement: "This release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital."

2. The City Has Correctly Concluded That the Binz Building has Been Remodeled, thus Requiring UST to Remove the Goodrich Avenue Driveway

On June 28, 2022, Ryan Companies, UST's design/build contractor, applied to the City of Saint Paul for a Building Permit to "Remodel a Portion of the Binz Building to Accommodate

Athletic Offices, Team Rooms, and Addition of Unisex Restrooms”. Note how the name of the structure had changed to the “Binz Building.” Building Permit No. 20 22 074023 set forth an estimated start date of July 11, 2022, and a completion date of September 9, 2022.

The construction plans for the Binz Building Remodel Project show the demolition of approximately one-half of the existing improvements on the first floor of the Binz Building and their replacement by seven new coaches’ offices (Head Coach and 6 Assistant Coaches), an Administration Open Office, Administrative Lounge, a Conference Room (12 seats), Team Room (30 seats), and three Unisex Restrooms. Building Permit No. 20 22 074023 estimated the value of this part of the Ryan’s work at \$795,000. Two days later, on June 30, 2022, Ryan Cos. Applied for demolition permit No. 20 22 066784, with an estimated cost of \$20,000. Thus, the two summer 2022 “Building Permits” total \$805,000.

The above permits are the only 2022 permits identified in the Zoning Committee Staff Report dated November 13, 2024. On November 10, 2024, I sent Mr. Williams an email notifying him that the City’s Enforcement Notice had only included “building” permits and “do not include Electrical, Plumbing, Warm Air, Mechanical, or any other type of construction or remodeling permits.” I requested the City to include all of the permits in the upcoming Staff Report, including, 20 220 82764 (electrical) \$100,000; 2022 0844933 \$13,000; 2022 085484 \$4,000; and 2022 088212 \$22,000. Altogether the permits for the first floor Binz work exceeded \$950,000.

In December 2022, Horwitz LLC was issued Warm Air, Ventilation & General Sheet Metal Permit No. 20 23 104295, as part of a substantial remodeling of the basement level of the Binz Building to “install a new exhaust fan” and “supply ductwork to accommodate new spaces” with an estimated value of \$85,000. Drawings attached to the Horwitz permit show that this basement-level mechanical work was to support new locker rooms for Men’s Soccer, Women’s Soccer,

Women's Softball, Rowing, Visiting Team. Officials' Space, plus Lobby Circulation, Mechanical, and Electrical needs. Other permits issued for the basement work were 2023 104416 \$3,500 and 2023 109872 \$9,000. The multiple permits establish that UST has incurred expenses well in excess of \$1,250,000 in remodeling both floors of the Binz Building in 2022-2023.

In addition, UST was installing a new connection from the Binz Building to the Campus Steam System, Permit 2023 7519 for \$1,046,033 (only a portion should be attributed to Binz). In doing this work, UST's contractors tore up most of the parking lot pavement north of Binz and east of Grace. This is the same location as UST would most likely construct any new driveway access to Binz and Brady. This same area will need to be reconstructed in the near future. The future reconstruction of the parking area north of Binz neatly fulfills Doug Hennes' 2004 request that replacement of the Goodrich Driveway wait until it could be constructed as part of the University's South Campus construction project.

3. The November 14, 2024 letter from UST (written by Wintrop & Weinstine) has its facts wrong and is unpersuasive.

The Goodrich Avenue Driveway begins on the north edge of Goodrich Avenue and extends to the Brady loading dock, right where the "15 minute parking zone" is highlighted. (see curb in W & W photo 4). What looks like a continuous driveway in the aerial photograph is a sidewalk; it is not a driveway. Maybe UST doesn't know about this, but last week I watched as an Uber driver entered the Goodrich Avenue Driveway, proceeded to the Brady loading dock area, and there picked up a female student who had just left Grace Hall. The reasons why the neighbors fought to get the driveway removed are still valid today.

UST argues that paragraph 16 is "ambiguous" and that it doesn't know "what it would mean to 'remodel' the Binz Building," See page 4 of UST's argument.

The Dictionary of Real Estate Appraisal, 7th Ed., 2022, defines “remodeling” as “A type of renovation that involves modification or updating of existing improvements.” The City of Saint Paul Code of Ordinances, in Section 331A.03, dealing with Food Protection Standards, states: “Remodel means any reconstruction, alteration or repair that requires structural, plumbing, mechanical or electrical permits; changing the location of walls...” Whichever definition applies here, it is indisputable that the work undertaken on both levels of the Binz Building in 2022/2023 at a cost in excess of \$1,250,000 constitutes a “remodel” of the Binz Building so as to require UST to remove “the loading drive which currently exists between Goodrich Avenue and the Binz Refectory ... such that there shall be no vehicular access from Goodrich Avenue to any of the University’s buildings on the South Campus.”

UST finished both Binz Building remodeling projects by-mid 2023. By that date, at the latest, UST was required to comply with Paragraph 16 of the CUP by removing the Goodrich Avenue Driveway. For well over one year, however, the University has failed to undertake any action to remove “the loading drive which currently exists between Goodrich Ave. and the Binz Refectory....”

UST argues that neither it nor the City are bound by the terms of the 2004 CUP. I argue that a written contract should be interpreted just the way it was written. The "Release of All Claims" is a legal document signed by both UST and the City, in resolving a lawsuit in which both were defendants. UST has gained many benefits from the 2004 CUP; its concomitant obligations and conditions do not disappear simply by the passing of 20 years. "All for the Common Good" UST's marketing slogan, certainly should not include renegeing on written, legal commitments. No statute of limitations authorizes both UST and the City to disavow their commitments to the neighbors.

Respectfully submitted,

I declare that I have read the foregoing and know the contents thereof, and that the facts set forth are true and correct to the best of my own knowledge, memory, and belief.

November 19, 2024



Marc J Manderscheid

2136 Goodrich Avenue
Saint Paul, MN 55105
marcmanderscheid@comcast.net

From: [Meg Grove](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: ZF #04-054-501 - Binz Refectory driveway - 2260 Summit Avenue, Saint Paul
Date: Wednesday, November 20, 2024 1:58:57 PM

You don't often get email from meg.grove@hotmail.com. [Learn why this is important](#)

I was shocked and disappointed to learn that St. Paul City staff acquiesced to St. Thomas yet again - this time in recommending the school be allowed to keep the Binz Refectory driveway in place. This comes after the City first said that St. Thomas violated the terms of the 2004 Conditional Use Permit (CUP) when it remodeled Binz.

Among CUPs in the City this one is unique in that it was the resolution of a lawsuit involving the City and St. Thomas. We neighbors who were here when the CUP was created believed the other parties acted in good faith, that the CUP for its imperfections was the thing we could all live with. We could - and have - called on it over the years as St. Thomas pursues one after another of its development schemes. But apparently now that no one at St. Thomas or the City has memory of the CUP issues and process, what we are seeing are attempts to either kill it or interpret it into uselessness.

The example at hand is the part of the CUP involving the Binz Refectory driveway. The CUP clearly states that the driveway must be removed should the school remodel Binz. Clearly, the school has done that (see St. Paul Building Permit #s 20 00 074023, and 20 22 066784 - "Remodel of a portion of the Binz Building..."). The school seems to have tried to downplay the project with suggestions that the Binz work (valued at more than \$1 million) was for some kind of temporary accommodation. We have seen this movie before: St. Thomas takes action, maybe apologizes later (but keeps doing it) - until - et voila! - the City finds a way to rationalize. This time the City used language from the Comprehensive Plan as cover. But the City's report falls apart in at least two key areas:

Staff finding: "The use will provide adequate ingress and egress to minimize traffic congestion...Per the permit holder, truck access to the dock for deliveries averages in the range of 2-3 times per week, with additional usage ...by University maintenance vehicles..." City planner Joshua Williams admitted at the 11/19/24 meeting of the West Summit Neighborhood Advisory Council (WSNAC - also a creation of the CUP) that he relied on what he termed "the best information available" to him - information from St. Thomas - to make the finding. I cannot fault St. Thomas for providing information favorable to its case. I can fault the City for not being more curious. City staff could have asked St. Thomas to provide specific data on the level and kinds of traffic in the driveway and loading dock. How many semis actually delivering/picking up per day? How long does each semi spend (idling, etc.) in the driveway? How many pickup trucks are in and out of the driveway per day? How many other vehicles such as team buses use the driveway? How many St. Thomas vehicles are in and out per day? How else is the driveway being used? At least one neighbor has observed it as an Uber/Lyft pick up point. St. Thomas may have intended the driveway to have little traffic, but the City has a responsibility to find actual facts.

My prediction: if the driveway stays, there will be continued driveway mission creep, particularly as the new arena is operational. There is no telling how much traffic Goodrich will have to withstand because there is no mechanism in place to monitor and correct uses of the Binz driveway. Et voila! - the driveway becomes a preferred route for all sorts of purposes.

Staff finding: "The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger public health, safety and general welfare." Always interesting when people who are directly impacted by big development and City decisions are ignored in City staff recommendations. No one - NO ONE - from the City has asked any of us who live on Goodrich or nearby streets how our neighborhood is being impacted by the use of the driveway, yet the City presumes to know. When given that criticism at the 11/19/24 WSNAC meeting, Mr. Williams admitted "...you will always know your neighborhood better than I do." What is written in the staff findings and what Mr. Williams said at WSNAC do not mesh, making it impossible to take seriously the written finding. One other thing about the choice of words in this finding - "...existing character of the *development* [emphasis added] in the immediate neighborhood." - sounds like the City is in an echo chamber. If one "development" skates by, then - et voila! - any development is fine because previous development was fine. Instead of this pablum, the City owes it to residents to specify metrics and terms it used in this finding. What would be "detrimental" in the City's point of view? How will the City gather and use information from the lived experiences of Goodrich Avenue and other local neighbors in this finding? Who is going to monitor the impact of the findings? Who takes action when there are problems? What will that action be?

There was concern raised at the WSNAC meeting that emergency vehicle access could be impacted if the driveway is removed. I have no sympathy for that concept because the issue is of St. Thomas' own making. When they decided to remodel Binz, they should have considered the CUP. It is not up to the City to clean up St. Thomas' mistakes. St. Thomas signed the CUP. As with all those who signed it, they must respect it.

Meg C. Grove
2198 Goodrich Avenue
St. Paul MN

From: [Porter Hall](#)
To: [*CI-StPaul_ZoningCases](#)
Subject: Case ZF #04-054-501
Date: Wednesday, November 20, 2024 4:01:12 PM

You don't often get email from porter.w.h@gmail.com. [Learn why this is important](#)

Hello, I'm in writing in regards to the case ZF #04-054-501. My name is Porter Hall and own the home at 2230 Goodrich Ave. St. Paul, MN 55105.

It has come to our attention that the above case is proposing to amend the existing agreement between the adjacent community, the city, SARPRA, and St. Thomas University. The referenced agreement was completed after significant negotiations between all parties and, as such, should be adhered to by all parties unless all parties agree to an amendment. It is clear by the agreement that the buildings in question have been remodeled, and the Binz access has not been removed, which directly violates the order. Further, the adjacent community has not agreed with the proposal, nor does it support it.

Further, as the home that is directly across from this entrance, we can attest that the Binz entrance is used for numerous purposes beyond its initial intention, including acting as the recommended location for student move-in parking, the common drop-off for Ubers, and a frequent parking space for team buses dropping of opposing soccer and softball teams. This additional traffic clogs Goodrich in an unintended way that creates a safety risk for the local community, including limiting emergency vehicle access.

There appear to be numerous alternative options available to St. Thomas that do not require access from Goodrich, and we kindly request that the existing agreement be respected and honored and the Binz entry removed.

Best,
Porter and Lauren Hall
2230 Goodrich Ave.

From: [Tom Moss](#)
To: [*CI-StPaul_ZoningCases](#)
Cc: [Sue Cell](#)
Subject: Comments on Case ZF #04-054-501 -- Removal of Binz Building Driveway on Goodrich Avenue
Date: Wednesday, November 20, 2024 2:27:54 PM

You don't often get email from tom@psg.us. [Learn why this is important](#)

(This submission has been revised to include the address of the zoning case, and our full location address.)

Re: Review of a conditional use permit (ZF #04-054-501) for noncompliance of Planning Commission conditions.
University of Saint Thomas 2260 Summit Ave, Saint Paul MN 55105 — between Mississippi River Blvd. and Cretin Avenue S.
H2, District Council 14, Ward 4

From: Thomas and Susan Moss — 175 Woodlawn Avenue, St. Paul MN 55105

My name is Tom Moss. My wife Susan and I have lived at 175 Woodlawn Avenue (just a block and a half south of the Binz driveway) since 1992. We strongly oppose allowing the University of Saint Thomas to keep the Binz driveway in violation of the existing CUP and St. Thomas' past legally binding commitment to the neighborhood through the 2004 settlement agreement. **We urge the Zoning Committee to reject their request to unilaterally amend a CUP that was agreed to by many parties.**

We drive down that stretch of Goodrich often. Day and night the north side is filled with parked cars from St. Thomas students and staff. Increasingly the south side has many cars illegally parked especially when there are games on the athletic fields. There is sometimes not room for two cars to pass on that stretch of Goodrich, especially when large delivery trucks come through. Winter snow and ice will make the street even more narrow.

The new arena is expected to be often at full capacity now that St. Thomas has joined a larger collegiate hockey conference, and as it openly speaks about its need and intent to raise revenue from the arena through a year-round calendar of other non-STU athletic events — concerts, exhibitions, high school games, etc. The Binz building is now basically an athletic annex to the arena site, and it will likely be a center for deliveries intended for the arena activities, as well as a drop-off/pick-up spot for arena attendees.

I represented this area on the Mac Groveland Community Council when the CUP was negotiated. The parties were well aware of St. Thomas' bold ambitions for growth (“to become like Notre Dame”) and were determined to put guardrails on that growth's future impacts on the neighborhood. I remember well how important it was for nearby residents that the Binz driveway be a part of any negotiated solution. Rather than have it removed at that time, we settled for an eventual removal when and if Binz or Grace Hall were remodeled as part of St. Thomas's growth ambition. Binz was recently remodeled extensively at a cost of \$1.3 million as part of UST's D-1 athletic status, but St. Thomas quietly ignored its promise

to the neighbors, neighborhood organizations and the City — and left the driveway in place. The Zoning Committee should wonder what other parts of that comprehensive CUP St. Thomas has violated, or intends to violate in the future.

We urge you to direct City staff to do a comprehensive review of St. Thomas' compliance with ALL of the CUP's terms. In the meantime, hold them accountable for removing the driveway.

In 2004 the City of St. Paul — led by the council person representing this area — brokered a deal that was eventually accepted by all the relevant parties, including St. Thomas. Each got some of what they wanted, and each made concessions. St. Thomas conceded the potential future loss of the Binz driveway. Twenty years later, in the arena development process, there has been no similar effort to broker an amenable settlement of neighborhood interests with those of St. Thomas. Instead, STU has pushed its own agenda with the City and the City has agreed to it — even going so far as to let them continue construction without a valid EAW. Presumably the City has based its support for the arena in large part on the representations and promises that St. Thomas has made about its use of the arena and its plans to mitigate any negative environmental and neighborhood effects. **But if St. Thomas is unwilling now to honor a city-brokered commitment from the 2004 CUP, why should the City, the neighborhood or anyone expect them to abide by any and all of their stated intentions about the arena going forward?**

Please set and reinforce a precedent of holding St. Thomas to its word.

Sincerely,

Tom and Susan Moss
175 Woodlawn Avenue
612-790-7831



By e-mail to: ZoningCases@ci.stpaul.mn.us

November 19, 2024

St Paul Zoning Committee

Re: University of St Thomas Review of CUP FILE # 24-078-362

Dear Zoning Committee Members,

I am the president of the Summit Avenue Residential Preservation Association ("SARPA"). SARPA submits this email in relation to the above referenced matter.

The issue regarding the Binz Refectory arises in connection with the Conditional Use Permit (CUP) that governs, among others, The University of Saint Thomas. The conditions that gave rise to this CUP are unique and thus this CUP is unique. The history of the CUP can be briefly summarized. A number of entities filed lawsuits in response to certain proposed actions of St Thomas and the City. SARPA was a plaintiff in one of those lawsuits (Ramsey County District Court File No. 62-C1-04-2901). After in-person assistance from a City Council member and only after intense negotiations among all parties those lawsuits were settled. That settlement was the CUP.

As in all settlements all of the parties were required to compromise. Provisions that one party found objectionable were included because that objecting party was able to get other provisions it wanted included even though other parties found those provisions objectionable. The result is an agreement that is an integrated and organic whole. The CUP is such an integrated organic whole. Any attempt to modify the CUP by a single party is improper and SARPA objects to any action which would modify the CUP. Accordingly, SARPA is opposed to the changes in the CUP agreement proposed by the Saint Paul Zoning Committee staff in the above referenced matter.

Sincerely,

Thomas Darling

Summit Avenue Residential Preservation Association by Thomas Darling (445 Summit Avenue)
Its President

cc by e-mail: josh.williams@ci.stpaul.mn.us



320 South Griggs Street
St. Paul, MN 55105
www.macgrove.org

651-695-4000
mgcc@macgrove.org

November 21, 2024

Dear St. Paul Planning Commission,

On November 13th, 2024 the Macalester-Groveland Housing and Land Use Committee (HLU) received notice of a Public Hearing Notice to consider review for the conditional use permit (ZF#04-054-501) for the property located at 2260 Summit Avenue (between Mississippi Blvd. and Cretin Ave. S).

On November 20th, 2024 the MGCC Housing and Land Use Committee during a regularly scheduled meeting held a discussion regarding 2260 Summit Avenue (between Mississippi Blvd. and Cretin Ave. S). A vote was taken: 5 Aye 1 Nay 0 Abstain. The Housing and Land Use Committee votes to Approve the Modification to the CUP; specifically, deleting Condition 16 and replacing it with the verbiage contained in the City's DSI report at the bottom of page 3.

Respectfully submitted,

Laura Wallace
Executive Director
Macalester-Groveland Community Council

Michael Moore
Housing and Land Use Committee Chair
Macalester-Groveland Community Council

Cameron Cole
Board President
Macalester-Groveland Community Council