

## ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** St. Luke Lutheran Farmers Market **FILE #** 15-124-232
  2. **APPLICANT:** St. Luke Lutheran Church **HEARING DATE:** June 2, 2015
  3. **TYPE OF APPLICATION:** Conditional Use Permit
  4. **LOCATION:** 1807 Field Avenue
  5. **PIN & LEGAL DESCRIPTION:** 21.28.23.12.0042, Granport Addition, Lots 8 – 14, Block 7
  6. **PLANNING DISTRICT:** 15 **PRESENT ZONING:** R3
  7. **ZONING CODE REFERENCE:** §65.515; §61.501
  8. **STAFF REPORT DATE:** June 24, 2015 **BY:** Michelle Beaulieu
  9. **DATE RECEIVED:** May 29, 2015 **60-DAY DEADLINE FOR ACTION:** July 28, 2015
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- A. **PURPOSE:** Conditional use permit for a farmers market with up to ten (10) vendors.
- B. **PARCEL SIZE:** 43,768 sq. ft. including ½ adjoining unopened street used for church parking lot
- C. **EXISTING LAND USE:** Church
- D. **SURROUNDING LAND USE:**
  - North: Railroad tracks (RM2)
  - East: Single-family residential (R3)
  - South: Single-family residential (R3)
  - West: Homecroft early learning center (R3)
- E. **ZONING CODE CITATION:** § 65.515 lists standards and conditions for farmers markets; § 61.501 lists general conditions that must be met by all conditional uses.
- F. **HISTORY/DISCUSSION:** The Highland Business Association ran a farmers market for seven years on Ford Parkway south of the Starbucks (2078 Ford Parkway). This year, due in part to community demand in the Shepard Davern area of Highland, the farmers market has moved to the St. Luke Lutheran Church parking lot at 1807 Field Avenue, and is now being run by St. Luke Lutheran Church and volunteers. The market had a soft opening with less than five vendors on June 20<sup>th</sup>, and the organizers would like to expand to a larger market with over five vendors as demand and supply both increase as the season progresses.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The Highland District Council Community Development Committee passed a resolution in support of this application on June 16, 2015.
- H. **FINDINGS:**
  1. The applicant is seeking a conditional use permit for a farmers market with up to ten vendors. The site plan submitted with the application shows the proposed location of up to ten vendors. According to the application, the market will be open on Saturday mornings from 8:00 AM – 12:00 PM from June through September. The market will sell locally grown produce, and will accept EBT payment (food stamps).
  2. §65.515 lists standards for farmers markets, including three standards for farmers markets with more than five (5) vendors:
    - (a) *In residential districts, a farmers market shall be located on a zoning lot at least one (1) acre in area.* This condition is met. This property is in an R3 zone. The St. Luke Church parcel is 0.81 acres in size. The City of Saint Paul has issued St. Luke Lutheran Church a license to use one-half (1/2) of the unopened street right of way north of the Church parcel for their parking lot and the farmers market, in order to meet this one acre requirement. (see attached license agreement) Including half of the adjoining unopened street right of way, the total area of the lot upon which the farmers market would be located is over one (1) acre in area.
    - (b) *Approval of a site plan showing the number and location of vendors at the site, with contact information for a designated market director responsible for coordinating the market vendors*

*and activities, and for providing the zoning administrator with updated contact information if it changes.* This condition is met subject to final zoning administrator approval of the site plan. The applicant has submitted a site plan clearly showing the number and location of vendors at the site, and has provided contact information for two market directors responsible for coordinating the market vendors and activities, and for providing the zoning administrator with updated contact information if it changes.

- (c) *A conditional use permit is required.* This condition is met upon approval of this application.
- (d) *The use shall be limited to no more than three (3) days per week.* This condition is met. According to the application, the farmers market would be open one day a week.
- (e) *Foods, manufactured goods, wares and merchandise may be sold if approved by the Planning Commission.* This condition is met. There are no plans to sell foods, manufactured goods, wares or merchandise.

3. §61.501 lists five standards that all conditional uses must satisfy:

- (a) *The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved by the city council.* This condition is met. The comprehensive plan designates this area an Established Neighborhood. Land Use Strategy 1.6 "Permit neighborhood serving commercial businesses compatible with the character of Established Neighborhoods" supports farmers markets as a neighborhood-serving business. The *Shepard Davern Area Plan*, adopted by the Saint Paul City Council in January 2015, includes strategy "LU1. Attract more neighborhood serving businesses to the area, to better serve the needs of residents in the area."
- (b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. The farmers market will occupy approximately half of the parking lot for St. Luke Lutheran Church. The parking lot has two entrances, one of which will be closed during farmers market operations. The remaining parking and entrance are adequate to serve the need during the hours of the farmers market and minimize traffic congestion in the public streets.
- (c) *The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.* This condition is met. This use will provide fresh, local produce to the community, within walking distance for many residents, improving public health. The market will have limited hours, and will not be detrimental to the existing character of the development in the immediate neighborhood, nor will it endanger the public health, safety and general welfare.
- (d) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.* This condition is met. The market is seasonal, limited to one day a week, and will not impede the development and improvement of the surrounding property.
- (e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met. The use conforms to the applicable regulations of the district.

I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the conditional use permit for a farmers market with up to ten (10) vendors, subject to the following additional condition:

- 1. Zoning Administrator approval of a site plan, in substantial compliance with the plan submitted and approved as part of this application, showing the number and location of vendors, with contact information for a designated market director responsible for coordinating the market vendors and activities, and for providing the Zoning Administrator with updated contact information if it changes.

**CONDITIONAL USE PERMIT APPLICATION**

Department of Planning and Economic Development  
Zoning Section  
1400 City Hall Annex  
25 West Fourth Street  
Saint Paul, MN 55102-1634  
(651) 266-6589

Zoning office use only

File #

Fee:

Tentative Hearing Date:

7-2-15

PD=15

#212823120042

**APPLICANT**

Name St. Luke Lutheran  
Address 1807 Field Ave  
City St. Paul St. MN Zip 55116 Daytime Phone 651-698-9443  
Name of Owner (if different) \_\_\_\_\_  
Contact Person (if different) Nancy Hegdahl Phone 651-600-8179

**PROPERTY  
LOCATION**

Address / Location 1807 Field Avenue  
Legal Description Church  
Current Zoning Residential  
(attach additional sheet if necessary) R3

TYPE OF PERMIT: Application is hereby made for a Conditional Use Permit under provisions of  
Chapter 65, Section 515, Paragraph \_\_\_\_\_ of the Zoning Code.

SUPPORTING INFORMATION: Explain how the use will meet all of the applicable standards and conditions. If you are requesting modification of any special conditions or standards for a conditional use, explain why the modification is needed and how it meets the requirements for modification of special conditions in Section 61.502 of the Zoning Code. Attach additional sheets if necessary.

We are requesting a conditional use permit to expand the St. Luke's Farmer's Market beyond five vendors in order to better serve the surrounding community with fresh local grown food on Saturday mornings from 8:00am to noon during the months of June through September. This Farmer's Market will abide by the standards and conditions as stated in Section 65.515 under "Farmer's Market." Attached to this application you will find a site plan and the consent of adjoining property owners form.

☒ Required site plan is attached This is an EBT Farmer's Market.

Applicant's Signature

Nancy Hegdahl

Date

5-12-15

City Agent

pdd  
5-26-15



# Farmer's Market Site Plan for St. Luke Lutheran Church

Parking

Blocked off from cars.

Propose to add up to 5  
additional vendors



Approximately 120 feet

St Luke Lutheran Church

Sufficient Street Parking

Field Ave

Google





# CITY OF SAINT PAUL

## CONSENT OF ADJOINING PROPERTY OWNERS FOR A CONDITIONAL USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property, acknowledge that we have been presented with the following:

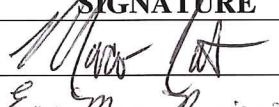
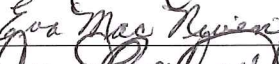

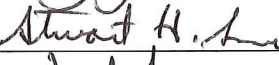



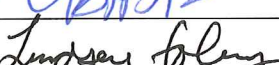
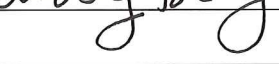
A copy of the application of St. Luke Lutheran Church,  
(name of applicant)

to establish a Farmer's Market,  
(proposed use)

located at: 1807 Field Avenue,  
(address of property)

requiring a conditional use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR P.I.N.	RECORD OWNER	SIGNATURE	DATE
1775 Field	Cities home rentals		5-10-15
1779 Field	EVA MAC NIVEN		5-11-15
1783 FIELD	CONIE BORCHARDT		5.11.15
1810 FIELD	STUART SMITH		5/12/15
1802 Field	Jamie Toffe		5/12/15
1788 Field	ERIN COSCIO		5/12/15
1816 Field.	Paul Bates		5/13/15
1816 Field Ave	Bryce Farnes Bates		5/13/15
1778 Field Ave	Joseph Lindsey Foley		5/13-/15

**NOTE:** All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

## Beaulieu, Michelle (CI-StPaul)

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**From:** nkh116@aol.com  
**Sent:** Tuesday, June 23, 2015 9:49 AM  
**To:** Beaulieu, Michelle (CI-StPaul)  
**Cc:** wlbjorklund@stcloudstate.edu  
**Subject:** St. Luke's Farmers' Market  
**Attachments:** City\_St Luke License Agmt.pdf

Hi Michelle,

It was nice to talk with you this morning attached please find the executed copy of the license agreement.

The other information you asked about for the co-owners of the market is:

Wendy L. Bjorklund 1199 Collette Place St. Paul, MN 55116 Phone: 651-357-5742 email: <a href="mailto:wlbjorklund@stcloudstate.edu">wlbjorklund@stcloudstate.edu</a>	Nancy Hegdahl 2081 Sargent Avenue St. Paul, MN 55105 Phone: 651-600-8179 email: <a href="mailto:nkh116@aol.com">nkh116@aol.com</a>
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Also, if you need the church number it is 651-698-9443.

If you have any other questions please feel free to contact me. And I have the meeting for July 2 at 3:30 on my calendar.

Regards,

Nancy Hegdahl  
Representative for St. Luke Lutheran Church

-----Original Message-----

From: Engelbrekt, Bruce (CI-StPaul) (CI-StPaul) <[bruce.engelbrekt@ci.stpaul.mn.us](mailto:bruce.engelbrekt@ci.stpaul.mn.us)>  
To: nkh116 <[nkh116@aol.com](mailto:nkh116@aol.com)>  
Cc: Warner, Peter (CI-StPaul) (CI-StPaul) <[peter.warner@ci.stpaul.mn.us](mailto:peter.warner@ci.stpaul.mn.us)>; Kantner, Libby (CI-StPaul) (CI-StPaul) <[libby.kantner@ci.stpaul.mn.us](mailto:libby.kantner@ci.stpaul.mn.us)>; Kelley, Pattie (CI-StPaul) (CI-StPaul) <[pattie.kelley@ci.stpaul.mn.us](mailto:pattie.kelley@ci.stpaul.mn.us)>  
Sent: Fri, Jun 19, 2015 4:25 pm  
Subject: RE: St. Luke's Petition to Vacate

Hello Nancy,

Sorry for the delay, but attached is a fully-executed copy of the license agreement. Early next week I'll send you an original via US Mail at the church address. Please let me know if you have any questions.

Thanks, and I hope your farmers' market is a great success!

Bruce

Bruce Engelbrekt  
Real Estate Manager  
Office of Financial Services – Real Estate Section  
City of Saint Paul  
25 W. 4<sup>th</sup> St., Rm. 1000

## REAL ESTATE LICENSE AGREEMENT

This Real Estate License Agreement, hereinafter, "License," is made as of this 15 day of June, 2015 between the City of Saint Paul, a Minnesota Municipal Corporation, having an office at Room 1000, City Hall Annex, 25 West 4<sup>th</sup> Street, Saint Paul, MN, 55102, and, hereinafter, "Grantor" and St. Luke Lutheran Church, having an office at 1807 Field Avenue, Saint Paul, MN, 55116 and, hereinafter, "Grantee."

### I.

#### Preliminary Statement.

a. Pursuant to that plat entitled "Granport Addition," recorded in the Office of the Ramsey County Register on September 16, 1912, in Book 50 of Town Plats at page 12, Grantor received an interest in certain real property designated therein and dedicated in perpetuity to the public for use as streets, avenues, and alleys including land for the purposes of this License described as "that part of the south half of Wilmot Avenue extending from the East right-of-way line of Edgcumbe Road to a line extending northerly from the East line of Lot 8, Block 7, Granport Addition, Ramsey County, Minnesota." This land abuts Grantee's land generally described in paragraph (b) of this section.

b. Grantee owns land legally described as "Lot 8 through Lot 14, Block 7, Granport Addition, Ramsey County, Minnesota." This land abuts Grantor's land generally described in paragraph (a) of this section.

c. Grantee operates and maintains a paved parking lot which serves its needs. It appears now that a portion of Grantee's parking lot was mistakenly constructed on all or a portion of Grantor's right of way dedicated by the Granport Addition plat as described in paragraph (a) of this section. Grantee desires to continue its use of the parking lot and Grantor has determined that those portions of the parking lot constructed on Grantor's right of way described in paragraph a of this section do not prejudice Grantor's present interests in the said right of way.

d. In addition to Grantee's desire to continue its use of the parking lot as constructed on Grantor's right of way described in paragraph (a) of this section, Grantee further desires to open and operate on a seasonal basis, an outdoor farmers market. Under Grantor's zoning regulations, seasonal outdoor farmers markets are a permitted use provided that the parcel or property on which the farmers market is operated exceeds one (1) acre in size. Grantee's property is less than 1 acre in size which precludes Grantee's desire to operate a seasonal farmers market.

e. Grantor and Grantee have discussed how to facilitate Grantee's desire to operate a farmer market as Grantor is not willing presently to vacate the street right of way. Grantor has concluded that it is willing to allow Grantee to use one-half (1/2) of the unopened street right of way as described in paragraph (a) of this section in order to meet the one (1) acre size requirement for outdoor farmers markets under Grantor's zoning regulations, provided; that Grantee enters into this License which will serve to memorialize Grantee's use of that portion of Grantor's right of way described in paragraph (a) of this section for Grantee's ingress, egress and

parking purposes as well as provide sufficient lot size to permit the seasonal operation of an outdoor farmers market in compliance with Grantor's zoning regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, Grantor and Grantee hereby grant, covenant and agree as follows:

## II.

### **Definitions.**

a. "Farmers market" shall mean an outdoor market defined in Saint Paul Leg. Code § 65.515 and operated in compliance with the rules and regulations of the City of Saint Paul applicable to a farmers market.

b. "Licensed Premises" shall mean that part of the south half of Wilmot Avenue extending from the East right/of/way line of Edgumbe Road to a line extending northerly from the East line of Lot 8, Block 7, Granport Addition, Ramsey County, Minnesota.

c. "Right/of/ way" shall include all portions of land dedicated to the Grantor for street and alley use under the Granport Addition plat that may abut Grantee's land.

## III.

### **Grantee's Request to Use Grantor's Premises for Parking, Ingress, and Egress.**

a. Before Grantee may use the Grantor's property referenced under this License for parking, ingress and egress, this License must be signed by all the representatives of Grantor and Grantee identified on the last page of this License.

## IV.

### **Grantee's Request to Use Grantor's Premises for a Seasonal Farmers Market.**

a. Before Grantee may use the Grantor's property referenced under this License for a seasonal farmer's market, this License must be signed by all the representatives of Grantor and Grantee identified on the last page of this License.

## V.

### **Licensed Premises; Location; Operational and Maintenance Responsibility.**

a. The Licensed Premises shall consist of Grantor's land defined in Section II, paragraph (b) as the Licensed Premises.

b. The Grantee shall, at its own cost and expense, maintain the Licensed Premises in good and safe condition, and in compliance with any applicable fire, health, building, and other life safety codes. The Grantee shall obtain from the Grantor any and all permits required for the



purposes of maintaining the Licensed Premises. Applicable fees for any permits shall be borne by the Grantee and the Grantee shall be bound by the requirements of said permits.

c. For the purposes of this License, Grantee's Farmer's market shall be operated in compliance with the standards and conditions contained under Leg. Code § 65.515, in compliance with the terms of this License, and in compliance with all applicable requirements of law and governmental regulations necessary for the protection of the public's health, welfare, and safety.

## **VI.**

### **Term of License.**

a. This License shall become effective upon the date of its execution in full.

b. Use of the Premises for parking, ingress, and egress, shall continue in perpetuity, unless terminated as hereinafter provided.

c. Use of the Premises for a seasonal farmers market may continue so long as the market is operated by Grantee and in compliance with the terms and conditions under Section V, paragraph c of this license, unless terminated as hereinafter provided.

## **VII.**

### **Use of Licensed Premises Limited.**

a. Grantee shall use and occupy the Premises exclusively for the purpose of maintaining, operating, and from time to time repairing the parking lot and for the purpose of operating a seasonal farmers market.

## **VIII.**

### **Cancellation or Termination.**

a. This License may be terminated by Grantor upon giving one hundred and twenty (120) days written notice to Grantee of such termination. Any all costs associated with said cancellation are the responsibility of the Grantee.

b. This License shall be subject to cancellation and termination by Grantee at any time during the term here of by giving at least one hundred twenty (120) days written notice to Grantor at Grantee's sole expense.

c. Upon termination, Grantor may require Grantee to remove all or any part of the improvements made to the Licensed Premises by Grantee at Grantee's expense. In the event that Grantor requires the removal of, or Grantee elects to remove, all or part of the improvements, Grantee shall have thirty (30) days within which to remove such improvements from the Licensed Premises. Grantee shall at its own expense restore any part of the Licensed Premises that may have been disturbed by Grantee's construction, use, maintenance or repair of the

Licensed Premises. Said restoration work shall be to the satisfaction of the Grantor and shall be substantially to the same condition as existed prior to construction, maintenance or repair. If, after 30 days Grantee's improvements have not been removed, Grantor has the option to remove the improvements and bill the Grantee for any and all costs associated with such removal.

## **IX.**

### **Additional Access Rights Reserved.**

a. This License reserves for Grantor and Grantor's authorized agents and right of way users, the right to to reasonable and convenient access on, over, under and across the Licensed Premises at all times deemed necessary by Grantor.

## **X.**

### **Pollution and Contaminants.**

a. Grantee agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of any air, soil, or water contaminants associated with Grantee's use of the Licensed Premises.

## **XI.**

### **Indemnification.**

a. Grantee agrees to indemnify, defend and save harmless the Grantor, its officers and employees from all suits, actions or claims of any character brought as a result of injuries or damages received or sustained by any person, persons or property on account of Grantee's use of the licensed premises, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said Grantee or because of any claims or liability arising from any violation of any law or regulation made in accordance with the law, whether by said Grantee or any of its agents or employees.

## **XII.**

### **Insurance.**

a. As part of this License Grantee shall provide general liability insurance as determined by the City as follows:

1) Grantee's Insurance. Grantee shall acquire and maintain in effect during the term of this License the following coverage:

a) GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to Grantee insurance or self-insurance; (c) not

exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by Grantor.

b) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non- owned and owned automobiles.

c) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$500,000 per accident and with an all states endorsement.

2) Grantee shall supply to Grantor current insurance certificates for policies required in Paragraph a.1(a-c). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.

3) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the Grantee to purchase and maintain additional insurance that may be necessary in relation to this lease.

4) Nothing in this License shall constitute a waiver by Grantor of any statutory limits or exceptions on liability.

5) Grantee shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by Grantor, and shall deliver copies of the policies to Grantor on the date of Grantee's execution of this agreement. The policies required in Paragraph a.1(a-c) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving Grantor thirty (30) days' written notice of any changes or cancellation per the terms of the policy.

6) Insurance limits shall be subject to the tort claims liability limits as set forth in Chapter 466 of Minnesota Statutes. Grantee's purchase of such insurance does not act as a waiver of any defenses, limits or immunities provided under Minnesota Statutes Chapter 466.

### **XIII.**

#### **Amendment.**

a. This License may be amended only by mutual written consent of the parties hereto.

### **XIV.**

#### **Litigation Costs.**

a. If Grantor initiates action or litigation to enforce the provisions of this License against Grantee, Grantor is entitled to reimbursement from Grantee of all reasonable costs and expenses, including reasonable attorney's fees paid or incurred by Grantor in connection with such action or litigation.



XV.

Notice.

a. All notices that may be given by either party to the other, shall be deemed to have been fully given when served personally on Grantor or Grantee, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to Grantee at its address stated on Page (1) of this Licensee and to Grantor at the Office of Financial Services Real Estate Section, 25 W. 4th St., 1000 City Hall Annex, Saint Paul, Minnesota, 55102.

b. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

XVI.

Entire Agreement; Governing Law; Venue.

a. This instrument contains the entire agreement of the parties as to its subject matter. This License shall be subject to and governed by the laws of the State of Minnesota, and all actions shall be venued in the Ramsey County District Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this License first above written.

GRANTOR:

Mayor: Kristin Bahmann

Director,  
Office of Financial Services: Scott Gray

Department Director: Kathy Rank

City Attorney (Approved as to Form): Rob Williams 6-15-15  
1.52

GRANTEE:

St. Luke Lutheran Church: Mike Hagedorn Ruth Acker  
Darryl Borklund Launie Burs Herrmann  
Dave Peterson



STLUKEL-15

JSMITH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lutheran Trust, Inc. 1500 Wall St. Saint Charles, MO 63303	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 200-7257	FAX (A/C, No): (866) 608-0600	
INSURED  St. Luke Lutheran Church 1807 Field Avenue St. Paul, MN 55116	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: GuideOne Mutual Insurance Company		15032
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1301-801	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1773-083	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,500			1301-803	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1301-802	12/15/2014	12/15/2015	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured, as respects General Liability coverage, regarding the Farmers' Market-St. Luke is sponsoring over the Summer of 2015.

Please note: The Umbrella Liability limits provide an additional \$1,000,000 limit, over and above the General Liability, Employers Liability, and Business Auto Liability limits.

(Policy is being endorsed to reflect the addition of this Additional Insured)

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Paul, a Minnesota Municipal Corporation Room 1000 City Hall Annex 25 West 4th Street Saint Paul, MN 55102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Highland District Council  
1978 Ford Parkway Saint Paul, Minnesota 55116  
651-695-4005 Fax 651-695-4019  
Email: hdc@visi.com

*Building a More Vibrant, Welcoming, and Safe Neighborhood DRAFT*

**Resolution in Support of the HBA Farmers Market at St Luke Lutheran**

WHEREAS, the Community Development Committee of the Highland District Council met on June 16, 2015 to discuss the Conditional Use Permit for the Farmers Market at St Luke Lutheran Church, and

WHEREAS, the Highland District Council has fully supported the HBA's Farmers Market over the past 4 years, and

WHEREAS, the Shepard Davern Plan Amendment calls for a Farmers Market in the Shepard Davern area, therefore,

BE IT RESOLVED, that the Community Development Committee of the Highland District Council recommends support for the request by St Luke Lutheran Church, in their application for a Conditional Use Permit, in order to provide more than five vendors at the St Luke Farmers Market at 1807 Field Ave

Approved June 16, 2015

By the Community Development Committee of the Highland District Council



Bryce Fornes-Bates and Paul Bates  
1816 Field Avenue  
Saint Paul, MN 55116  
May 13, 2015

Dave Person  
Pastor  
St. Luke Lutheran Church, ELCA  
1807 Field Avenue  
Saint Paul, MN 55116

Dear Dave Person:

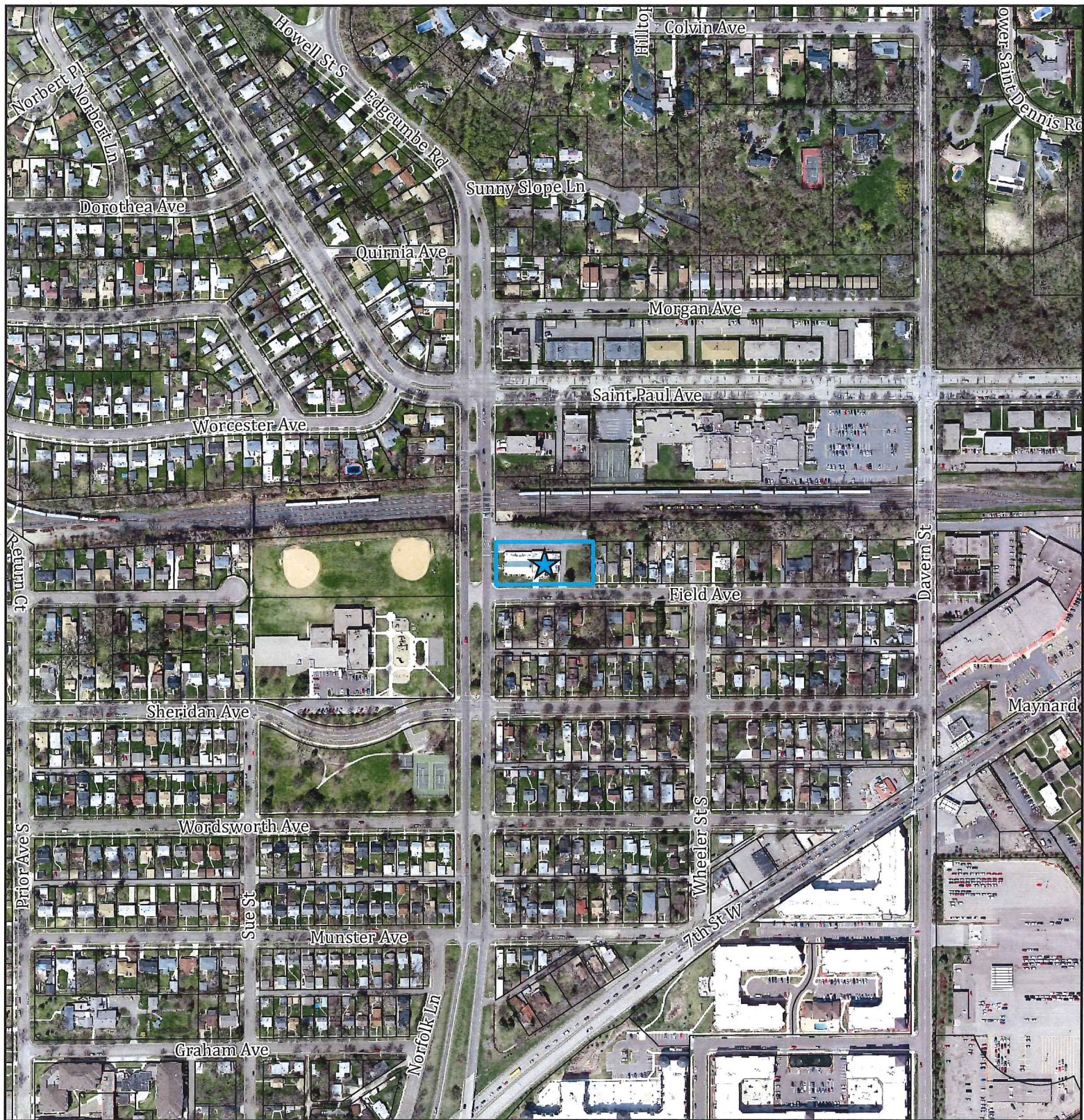
I am pleased to hear about your desire to host a local farmers' market on Saturday mornings in the parking lot of the St. Luke Lutheran Church. We are providing the signatures of approval that you require to move forward with this project.

Sincerely,

Two handwritten signatures in blue ink. The first signature on the left is 'BFB' with a stylized flourish. The second signature on the right is 'Paul Bates' with a long, sweeping horizontal line extending to the right.

Bryce Fornes-Bates and Paul Bates





FILE NAME: St. Luke Lutheran Chruce

APPLICATION TYPE: CUP

FILE #: 15-124232 DATE: 5/29/2015

PLANNING DISTRICT: 15

ZONING PANEL: 25

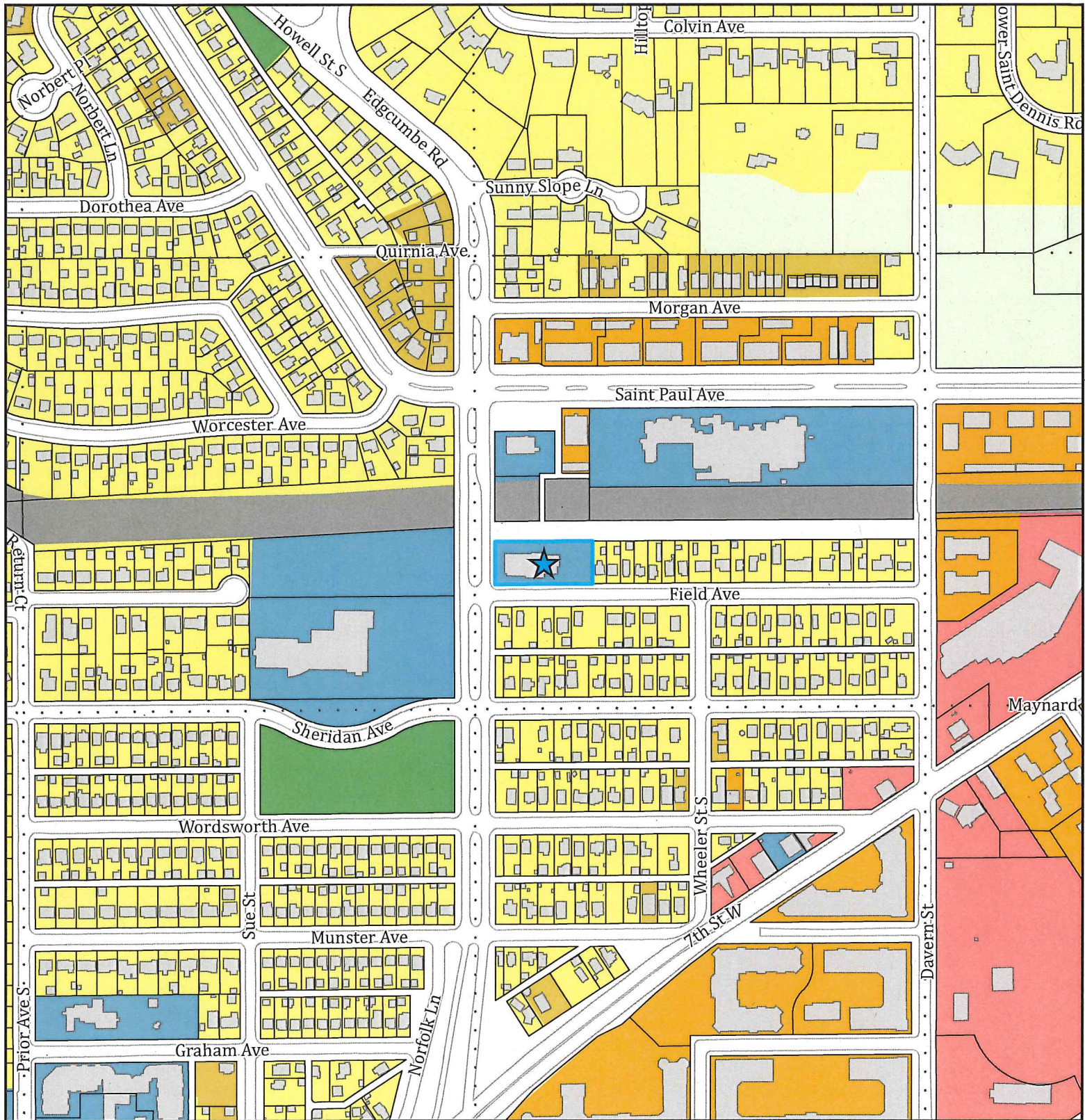
Saint Paul Department of Planning and Economic Development and Ramsey County

Aerial

 Subject Parcels







FILE NAME: St. Luke Lutheran Chruce

APPLICATION TYPE: CUP

FILE #: 15-124232 DATE: 5/29/2015

PLANNING DISTRICT: 15

ZONING PANEL: 25

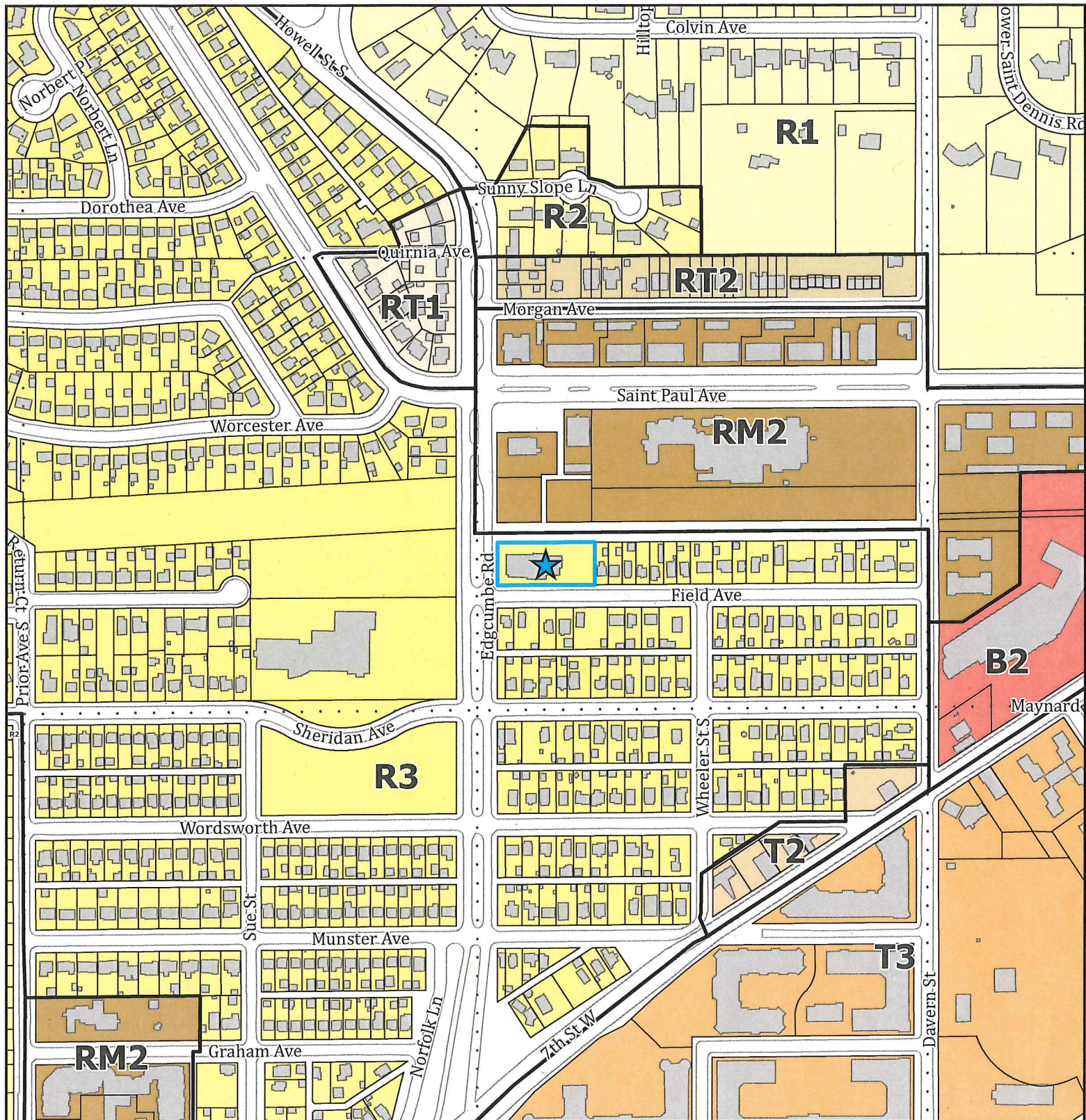
#### Land Use

- Single Family Detached
- Single Family Attached
- Multifamily
- Retail and Other Commercial
- Institutional
- Park, Recreational or Preserve
- Railway

- Undeveloped
- Subject Parcels
- Section Lines







0 82.5 165 330 495 660  
Feet

FILE NAME: St. Luke Lutheran Chruce

APPLICATION TYPE: CUP

FILE #: 15-124232 DATE: 5/29/2015

PLANNING DISTRICT: 15

ZONING PANEL: 25

#### Zoning

- R1 One-Family
- R2 One-Family
- R3 One-Family
- RT1 Two-Family
- RT2 Townhouse
- RM2 Multiple-Family
- T2 Traditional Neighborhood
- T3 Traditional Neighborhood

- B2 Community Business
- Subject Parcels
- Section Lines

