



June 1, 2012

Mr. Hyder Aziz, Director of the Al Farooq Community Center
8201 Park Avenue South
Bloomington, MN 55420

Ms. Sally Ness
8127 Oakland Avenue South
Bloomington, MN 55420

Ms. Vi Rozek
8214 Park Avenue
Bloomington, MN 55420

RE: Al Farooq Youth and Family Center (AFYFC), 8201 Park Avenue S.

Dear Neighbors:

Since the letter of May 18, 2012 sent to you, additional questions and comments have been addressed to both staff and City Council members. This letter provides the response to those.

Question – Does this mean that the joint areas are NOT for us to ever walk on?

- Publicly owned property – While the agreement does provide for certain joint usage on selected portions of the city owned property, originally with Lutheran High and now AFYFC as owners as noted in the May 18th letter, as members of the public, AFYFC members enjoy the same ability to use park property as any other member of the public. The joint use agreement does not restrict access to the publicly owned property for the public or a member of the AFYFC, as members of the public.
- Privately owned AFYFC Property - Without an agreement or easement establishing such a right, the public has no legal right to cross private property. As discussed in the May 18th letter and shown in the map attached with the letter, there are two sidewalks on AFYFC property that have public easements and are therefore available for public use. The public also has the right to park and go directly north to and from Smith Park on the joint parking areas shown on the map and on to the basketball and tennis courts on AFYFC property, but only from the public property that abuts those facilities. The playfield on the east of the building can be accessed from public property directly abutting public property by participants and observers for the times of athletic events scheduled by the City pursuant to the joint use agreement.

Just as you have the authority to determine who is allowed to access or use your private property, AFYFC has the same authority on their property. Portions of the AFYFC private property where the public is not granted access via easement or agreement are not available for use by the public except at the sole invitation of the private property owner.

Question – What capacity limits apply to AFYFC?

- Occupancy Capacity - Fire and Building Codes limit number of occupants for health and safety reasons. The approved Conditional Use Permit (CUP) further limits occupancy in light of available parking. The key occupancy limits that apply to the AFYFC site are:
 - The occupancy of the gymnasium is limited to 500 occupants (CUP condition of approval that also applied to Lutheran High School).
 - The occupancy of the assembly room is limited to 300 occupants (Building Code)
- Parking Capacity

Building Area	Parking Need if No Limitations On Simultaneous Uses Existed	Parking Need When Gym is Not in Use	Parking Need When Assembly/School Not in Use
Assembly Halls	100	100	Not In Use
Day Care	7	7	7
School/Cafeteria	40	40	Not In Use
Fitness Areas	17	17	17
Small Gym	41	41	41
Large Gym	166	Not In Use	166
Offices	9	9	9
Total	380	214	240
Available Parking			
Spaces on Site May of 2012	157	157	157
Joint Use Spaces	110	110	110
Total May of 2012	267	267	267
Additional proof of parking spaces	49	49	49
Grand Total if Proof of Parking Were Constructed	316	316	316

At the time the Council considered the Conditional Use Permit, staff analyzed the parking needs for various rooms and activities in the building which were presented to the Planning Commission and City Council and was the basis for the condition that restricted simultaneous use of the assembly area and gym. The chart above summarizes the parking calculations.

- The use of the gymnasium and cafeteria is limited to student activities that do not generate additional parking demand when the assembly room is in use and when school/day care is in session (CUP conditions – the intent is to avoid overflow parking)
 - A proof of parking agreement exists that requires the construction of additional parking spaces on site if overflow parking were to become an ongoing problem (CUP condition)
 - The key to the conditional use limitation is not the estimated individual building area usage. Rather the concept is that the aggregate parking demand for those spaces does not exceed the capacity of available parking via ownership and agreement. If the assembly area is in use, the combined expected demand for all but the large gym is substantially under the available parking. If the assembly rooms and school are not in the use, the demand for the other uses still remains under the available parking. Should the parking demand exceed the total available spaces of 267 and routinely overflow, then the private owner will be required to develop more parking on site via the proof of parking agreement.
 - Observations to date indicate limited use of the available joint use parking. AFYFC has access to under the joint use agreement. Similar to most places of assembly, the peak parking demand represents a very small percentage of the time in a week.
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- As is the case with other places of assembly in Bloomington, outside of the provisions listed above, there is no limitation on the number of assemblies that can occur, the times of day assemblies can occur or the rooms in which assemblies can occur.
 - Parking along Park Avenue is presently allowed as on any other street without parking limitations. Any member of the public can park there. As you know, the City continues to monitor parking conditions on Park Avenue. This fall the City will consider whether to amend on-street parking restrictions in the vicinity. Ongoing AFYFC on-street parking coupled with full parking lots at AFYFC and the joint parking lots they share with the City would be an indicator that AFYFC needs to construct its proof of parking spaces.

Questions on Facility use – Is the AFYFC allowed to have a soccer tournament or a “fair” as they plan on June 16th, with pony rides, a petting zoo, jumping castle, face painting, etc.?

- The soccer/football field owned by AFYFC and via the joint use agreement may be scheduled by the City of Bloomington (not the public in general). AFYFC is free to use their private property including the athletic field for a the soccer tournament as long as it does not conflict with usage scheduled by the City in conjunction with AFYFC per the joint agreement. The City anticipates the parking demands and activity associated with a four team soccer tournament will be less than or similar to parking and activity for LHS basketball or football games in the past.
- Events such as fairs and fund raisers are fairly common at places of assembly in Bloomington. Like any other place of assembly, AFYFC will need to obtain selected approvals when required by City ordinance (public assembly/entertainment license, temporary food license, temporary commercial animal license, electrical permits, and transient merchant license if applicable).

It appears from the correspondence regarding AFYFC, that there is an understanding by some that AFYFC should not be allowed to do any activity that was not explicitly set forth in their application for the conditional use. The opposite is true. As noted in the letter of May 18, 2012, the property is privately owned and the city's regulations on this property are the same as any other church or private school in the community. AFYFC is allowed to do the same very broad range of activities as any other similar privately owned property that do not specifically violate the city's laws or conditions set forth in the Conditional Use Permit. The activities commented on are ones that are found routinely occurring at similar properties in the community on an ongoing basis without comment from the surrounding neighborhood.

Comment – Trash is overflowing the dumpster.

- The City has issued orders regarding the trash.

Comment – The lighting in the west parking lot is not operational.

- An AFYFC contractor inadvertently cut the power to the lighting in the west lot. The City has communicated with AFYFC about restoring the lighting and about not using the west parking lot after dark until the lighting is restored. Because the lighting has not yet been restored, the City has issued orders regarding the non-operational lighting.

Comment – I would like a copy of the most recent agreement.

- The 1990 agreement between Lutheran High and the City of Bloomington is the original agreement and has been subsequently modified by the following agreements, which are enclosed:
 - Agreement between the City and Lutheran High School Association, dated August 14, 1990
 - Use Agreement between the City and LHSA, dated August 14, 1990
 - Cross Parking Agreement dated December 20, 1993
 - Agreement between City and LHSA, dated May 17, 1999
 - Addendum Agreement between the City and LHSA, dated June 26, 2000
 - Development Agreement, dated October 6, 2003
- The objective of the current revised joint use agreement discussions between the City and AFYFC is to pull these related agreements into one comprehensive agreement for consideration by the City Council and AFYFC.

Neighborhood Event - In response to the May 18th letter, AFYFC has indicated their willingness to participate in such an event and City staff will work with AFYFC to coordinate it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Bernhardson', with a long horizontal line extending to the right.

Mark Bernhardson
City Manager

Copy: Mayor and City Council
Community Development Director
Community Services Director
Public Works Director
City Attorney
Chief of Police
8201 Park Webpage