

TOWN OF SAN ANSELMO
TOWN COUNCIL RESOLUTION NO. 3144

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SAN ANSELMO ACCEPTING A NEGATIVE DECLARATION OF
ENVIRONMENTAL IMPACT AND CONDITIONALLY APPROVING A
PARKING VARIANCE FOR THE EXPANSION OF THE LIVING FOODS
STORE AT NOS. 218 AND 222 GREENFIELD AVENUE, A/P 6-173-16

Whereas, the San Anselmo Town Council held duly noticed public hearings on December 11, 1990 and January 22, 1991, to discuss the environmental review and parking variance; and

Whereas, the Town Council has accepted the Negative Declaration of environmental impact, which is dated January 22, 1991 (Exhibit A) for the proposed store expansion based on their finding that there will not be a significant adverse impact on the environment because the parking demand will not significantly increase traffic more than a new business that is a low traffic generator; and

Whereas the Town's Municipal Code requires that a total of 20 legal on site parking spaces be provided on this site in order to properly support the Living Foods expanded use into the building at No. 218;

Whereas the owner is unable to provide 20 legal on site parking spaces at this location; specifically, that 17 parking spaces are required for No. 222 and 3 additional spaces are required for the use expansion into No. 218;

Whereas, the site plan depicted in the drawing dated August 1, 1990 (Exhibit B), and the description of the use as depicted in the staff reports dated September 17, 1990 (Exhibit C), December 11, 1990 (Exhibit D), and January 22, 1991 (Exhibit E) were found by the Town Council to meet all the criteria necessary for making the findings required to approve a parking variance application;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The San Anselmo Town Council hereby conditionally approves the parking variance application of Living Foods Store for a store expansion to No. 218 Greenfield Avenue, A/P 6-273-16, on the following grounds:

1. Due to special circumstances applicable to the property, including the location of the building and the lack of available on site parking, the strict application of the controlling zoning ordinance or regulation deprives such property of privileges enjoyed by other property in the vicinity and under an identical zoning classification, and the granting of a variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated; specifically, that a business is prohibited from operating on the property, known as No. 218, without obtaining a parking variance and that the expansion of the Living Foods Store into No. 218 is a reasonable use of the property;
2. The granting of the variance is necessary for the preservation and enjoyment of substantial property rights of the petitioner; specifically, that the building, known as No. 218, has not been used in two years and there are inherent property rights of this building, which includes the ability to use the building; and

3. The granting of the variance will not materially affect adversely the health or safety of persons residing or working in the neighborhood of the property of the applicant and will not be materially detrimental to the public welfare or injurious to property or improvements in such neighborhood; specifically, any business occupying the space, known as No. 218, will request a parking variance and it invariably will have a greater impact than the variance requested by the Living Foods Store to expand an existing operation.

Conditions of Approval:

Jan Rubenstein is hereinafter referred to as "Owner".

1. All on-site parking spaces shall be used exclusively by customers;
2. The Owner and employees shall continue to keep all on-site parking spaces clear of store carts and pallets;
3. All Owner and employee parking shall be in the designated on-street parking spaces at these locations: a) westbound on Redhill Avenue, west of 100 Redhill Avenue; and b) westbound on Greenfield Avenue, west of No. 208 Greenfield Avenue on Greenfield Avenue;
4. The Owner shall instruct all vendors in writing that a) no deliveries are permitted after 5:00 p.m. daily; and b) only small bread vendors shall make deliveries on Saturdays, and shall be limited to the hours between 8:00 a.m. and 10:00 a.m. and between 3:00 p.m. and 5:00 p.m.;
5. An exterior sign shall be posted on or near the delivery door which is visible to vendors at all times which states: "No deliveries are permitted after 5:00 p.m.";
6. No deliveries shall be accepted between the hours: a) after 5:00 p.m. daily; and b) on Saturdays, with the exception of small bread vendors who shall be limited to the hours between 8:00 a.m. and 10:00 a.m. and between 3:00 p.m. and 5:00 p.m.;
7. There shall be no additional product categories, beyond those existing, which are: meat, poultry, fish, delicatessen, bulk foods, perishables, frozen foods, groceries, produce, vitamins, and cosmetics;
8. Such product categories as paper goods, hardware, cookware, and stationery shall not be expanded beyond the current space, which is 100 linear feet (i.e., a 12' length of 8 shelves, or an 8' length of 10 shelves);
9. An additional register and check line shall be installed in the new space;
10. An express check line shall be open during all store hours to facilitate the efficient movement of customers;
11. Scanners shall be installed on all registers to facilitate the efficient movement of customers;
12. The increase in the number of employees in the store at any one time shall be limited to a) one checker; and b) one bagger;
13. There shall be no specific advertising of the new space;

14. Any exterior alterations, i.e., structural changes, building color, materials, awning, signage, etc., shall be subject to design review by the Planning Commission;

15. A good faith effort shall be made to reduce demands on parking by customers of Living Foods and further attempts be made to find solutions for other merchants on the street. Examples include encouraging customers to not park in front of Braverman's by either or both interior signage in Living Foods or bagging notices. This good faith effort should be ongoing and not a one time attempt in recognition of the fact that Braverman's is a long standing business which does not have on-site parking for its customers and requires the use of on-street parking;

16. That any time in the future, should the Town find that the type and intensity of use of the subject property are above that described above, the Town shall notify the Owner in writing of the Owner's failure to meet the requirements of this agreement. Said notice shall indicate that the Owner shall have a maximum of 90 calendar days from the date of said notice to bring the use into compliance with the agreement. Should the owner fail to bring the use into compliance with the terms of the agreement, all as approved by the Town, to the satisfaction of the Planning Director within said 90 day period, the Owner agrees to immediately cease all use of the subject property at the end of said 90 day period;

17. If the Town brings an action to enjoin use of the property in violation of this Agreement or any provision hereof, the prevailing party shall be entitled to all costs related to enforcement of any provisions of the Agreement including costs of suit, and reasonable attorney fees as may be fixed by the court; and

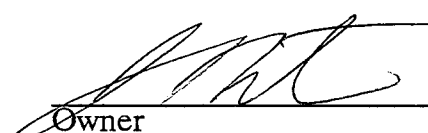
18. The terms, conditions and restrictions herein above set forth shall bind and benefit not only the Owner but all successors in interest, including, but limited to lessees assignees, transferees, devisees or purchasers.

Executed this 12th day of February, 1991, at San Anselmo, California.

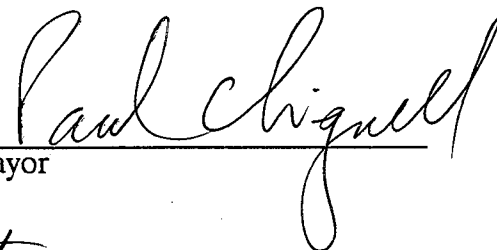
AYES: Colteaux, Kanis, Zaharoff

NOES: Chignell

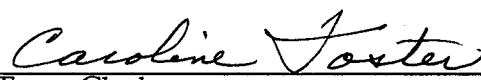
ABSENT: Walsh



Owner



Mayor

Attest: 

Town Clerk