

The following is an appeal to the Board of Zoning Appeals to correct errors contained in the Wendy Lane's letter of October 30, 2017 (attached).

Background

- It is not my "claim" that the space in question was issued a building permit in 2012; it is a fact that a permit was issued on August 30, 2012 – Permit #20 12 017614. A copy of the permit is attached (A).
- The Permit clearly indicated the area of the interior alterations, which included the west dining room and a new service bar within it. Steve Ubl's position that the west dining room was not included is simply not true. The permit and attached plan are clear. I should note that the city records do not include this permit that city issued – a clear administrative error which results in there being no record of a permit for the area in question, even though the city admits there is one. (B)
- The permit stated that there was "No" "Change/Expansion of Use". (A)
- The city agrees that the area in question has had a liquor license since 1984 covering it and the rest of the bar and restaurant complex. A letter from Bob Kessler (attached confirms) that in 1991 the area in question was covered by the Commodore liquor license - even though the space may have had exercise equipment in it then or earlier. (C).
- Work began in August of 2012 and was completed in the fall of 2015 in reliance on the above permit. The area in question was inspected regularly by a variety of city officials over this three year period. No notice of any zoning issues was ever made by the city since 2001 (or ever for that matter); until after the area was approved for a temporary occupancy permit, was opened, and Steve Ubl then sent a letter on October 26, 2015 saying that the west expansion space was not allowed to be used for restaurant use, in spite of the fact that the permit that his department issued in August of 2012 said that it was.

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Wendy Lane Statements

- “For zoning purposes, I am concerned about what the most previous use of the space in question was”. “I have not received proof from you that the most recent use of the space was for a restaurant.” Response – this statement is an error. It has been used as part of the restaurant since its purchase in 2001- without objection from the city or any evidence to the contrary.
- “you obtained the this space in 2001; it was used for the squash club at some point prior to your acquisition.” Agreed, but that does not change its permitted restaurant use, and there is no city record that the restaurant zoning use changed by request of the property owner, by operation of law when exercise equipment was placed in it or for any other reason, nor any action by the Planning Commission changing its use.
- “Although it was originally designed for a future dining room space it was never legally established as a space for a restaurant”. This is an error. Wendy agreed that it was originally designed and built for future dining room use. It was in fact legally established for restaurant use when the liquor license was issued for the space in 1976 – 41 years ago, and the license has covered this area continuously since then. Section 62.102 states that “a use or structure will be presumed legally conforming if it can be demonstrated by clear and convincing evidence that”... “the use or structure was allowed in its location at the time it was established”. The facts confirm, and the city does not dispute, that the use was allowed by the fact that the liquor license has covered this area since the construction was completed, and that the structure itself was permitted for restaurant use when it was built.
- “Since the space has been vacant for more than one year”. Error. The space has been continuously part of the current restaurant operation since 2001 and continuously licensed and occupied since 1976.

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And

- Wendy did not reconcile her letter with, or even mention, the fact that her department's determination in August of 2012 was that there was no "Change/Expansion of Use". The permit is in conflict with her findings. Since she never argued that from a zoning perspective the permit of August of 2012 was invalid as to the zoning determination, as a consequence her letter is in error, and the permit stands.

It is clear from the record that the City agrees that:

- this west area of the Commodore Bar and Restaurant was originally constructed for restaurant use;
- the west area has been continuously licensed since 1976;
- the city issued a building permit in August of 2012 that stated that there was "no change or expansion of use" in the west area;
- the city has produced no evidence that conflicts with the fact that the area in question has been part of the current restaurant operation since its purchase in 2001; was part of the previous owners restaurant from 1976 until 1984; and that no city action was ever taken to change its use from a legal non-conforming use allowing restaurant occupancy between 1984 and 2001.

As a consequence a re-establishment of non-conforming use permit is not required and the use of the westerly portion of the restaurant is a permitted use because it is legally non-conforming pursuant to Section 62.102.



JAMES SCHEIBEL
MAYOR

C

FILE

17-214989

**CITY OF SAINT PAUL
DEPARTMENT OF FINANCE AND MANAGEMENT SERVICES**

DIVISION OF LICENSE AND PERMIT ADMINISTRATION

15 W. Kellogg
Room 203, City Hall
Saint Paul, Minnesota 55102

Alarm Permits 612-298-5143
Building Contractor Licenses 612-298-5144
Business Licenses 612-298-5056

February 28, 1991

Mr. John Rupp
The Commodore
79 North Western Avenue
Saint Paul, Minnesota 55102

Dear John:

This is a follow up to our meeting on February 1, 1991 regarding the liquor service area and entertainment concerns at the Commodore. We agreed that the liquor service area does include the area presently occupied by the squash club. On the other hand we did not agree on the entertainment issue. My contention is that an entertainment license is required if liquor is provided by the license holder (you). You should also note that the City Council is considering making this requirement more explicit by revising Chapter 411 of the Legislative Code. (I have enclosed a copy of recent correspondence on this matter)

During our discussion you recalled the existence of a letter from the previous License Inspector that supposedly gave you permission to provide liquor and allow another private party to provide entertainment without the need for a license. You were to locate a copy of that letter since we can not find any such letter in our files. Since I have not heard from you regarding this matter I assume that you can not find a copy of the letter either. No License Inspector can authorize you to violate the law, or give you permission for activities which require a license. Such a letter, even if a copy were found, would not and could not waive the requirements of the licensing ordinance.

Therefore please be informed that it remains my opinion and that of the City Attorney that an entertainment license is required for the provision of entertainment on the licensed premises at the Commodore if liquor is provided by you as a licensed liquor holder. If complaints are received in the future we will be compelled to take appropriate enforcement action.

I hope you can appreciate our position.

Sincerely,

Robert Kessler
License & Permit Manager

cc: Mayor James Scheibel
Council President Wilson
Phil Byrne
Kris Van Horn & Mike Vruno

AGREEMENT

MR
Shank

This Agreement, made and entered into to be effective the 2nd day of December, 1984, by and between John R. Rupp ("Rupp") and the Commodore Condominium Corporation, a Minnesota corporation ("Commodore"), witnesseth as follows:

WHEREAS, it is the intention of the parties that Rupp is about to purchase and have transferred to him or an entity controlled by him, a certain on-sale liquor license (the "Liquor License"), currently in the name of _____, which services certain premises located in the Commodore Condominiums and adjacent property thereto;

WHEREAS, the adjacent property thereto, commonly referred to as the "Commodore Squash/Racquet Club" is owned and operated by Commodore;

WHEREAS, the parties desire that Commodore be permitted, pursuant to the terms and conditions provided herein, to continue to have the use of the Liquor License for the service of liquor at the Commodore Squash/Racquet Club.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Use of License. In the event the transfer of the Liquor License to Rupp is approved, and at the time of such transfer, Rupp hereby agrees to permit Commodore to use the liquor license at the Commodore Squash/Racquet Club. This permission is specifically conditioned upon the continued permission to do so by the City of St. Paul. Until the time of such transfer, Rupp will permit the continued use of the Liquor License by Commodore as such use has been in the past.

Commodore agrees to cooperate with Rupp in complying with all City requirements to allow the continued liquor service at the Commodore. All other City requirements shall be the responsibility of Rupp. Commodore shall not be held liable for any City requirements which are not in effect at the time of this agreement.

2. No Detriment to Use of License. The parties hereby mutually agree that neither party will take or permit any action which will impair or otherwise be detrimental to the continued use of the Liquor License, including, specifically, any action which will be in violation of any City ordinance or other rules and regulations specifically applicable to the keeping of the use of the Liquor License.

MR
Rupp

3. Insurance. It shall be the responsibility of Rupp to procure reasonable insurance coverage relative to the

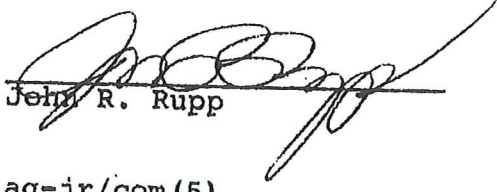
sale of intoxicating beverages under and pursuant to the liquor license. All costs relative to the obtaining and maintaining of such insurance shall be pro-rated to the parties by the carrier of such insurance, if reasonably possible. In the event it is not so prorated the cost thereof shall be divided seventy-five percent (75%) to Rupp and twenty-five percent (25%) to Commodore. At the request of Commodore, and subject to the approval of the insurance carrier at no extra cost to Rupp, the "Commodore Condominium Corporation", and "Thomond R. O'Brien" shall be named as beneficiaries of said insurance policies as their interest may appear, in which case, Rupp shall provide Commodore or said Thomond R. O'Brien with proof of such coverage.

4. Other Costs and Expenses. All other costs and expenses relative to the Liquor License, including, but not limited to, bond, transfer and renewal fees, shall be pro-rated between the parties by the entity charging such cost or expense, if reasonably possible. In the event it is not so possible, all such costs shall be divided seventy-five percent (75%) to Rupp and twenty-five percent (25%) to Commodore.

5. Payment and Default. In the event Rupp fails to pay any bond or license fees or insurance premiums thereby jeopardizing the continued availability of the Liquor License, he shall thereafter have forty-five (45) days to cure such default after notice thereof given by Commodore and if he fails to do so, Commodore may commence providing to have the Liquor License transferred to it. All payments to be made by either party hereto shall be made promptly upon request therefor, and in the event they are not so paid, the other party may (but shall not be required to) advance the funds to make any such payment at which time the amount of such advance shall be immediately due and payable to the party making the advance.

6. Transfer. In the event Rupp sells his business located on the premises and said business remains thereon, then Rupp's rights and obligations hereunder shall be binding upon and inure to the benefit of said transferee. In the event said business is liquidated, Commodore shall have the right of first refusal for the purchase of the liquor license at the market rate.

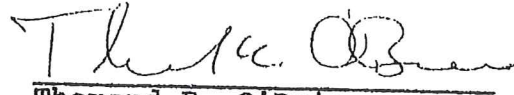
RUPP:


John R. Rupp

ag-jr/com(5)

COMMODORE CONDOMINIUM
CORPORATION

By:


Thomond R. O'Brien,
its president

FILE

17-214898

TOM BLANCK

ARCHITECT

SUITE 007
626 ARMSTRONG

(612) 292-1534
ST. PAUL, MN 55102

July 20, 1987

City of St. Paul
Heritage Preservation Commission
City Hall Annex
St. Paul, MN 55102
Attn. Mr. John Mannillo

2c

Dear Mr. Mannillo,

The Commodore Squash Club courts were built in 1976 of concrete block as an addition to the 1920 Commodore building. This addition, is sympathetic in massing and proportion to the Commodore, though not particularly so in terms of color and finish.

The owner, Commodore Squash Racquets Club, wishes to install windows in the window openings on the south face of the building. The window openings were designed in 1976 to match those of the commodore dining room, a 1929 addition to the building which is that portion immediately adjacent to the Squash Club.

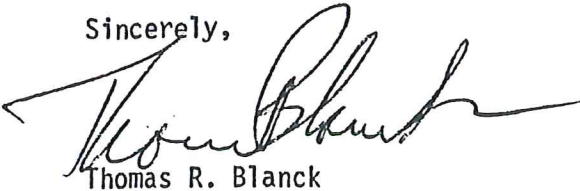
The Squash Club, being larger, necessitated additional windows. The large mull window units of the Dining Room were repeated and additional double hung units planned for either side. This arrangement is related stylistically to the "Chicago Window". The East Elevation of the Commodore displays 24 such window unit combinations.

The openings have been boarded up since construction in 1976. The trim color of the windows will match that of the Commodore, a dark "coffee" color. These window openings, being in effect the back side of the club and fronting on Holly Street, are at that point residential in character. They are not significant visual elements in the Commodore Complex. The general simplicity of all window detailing in the Commodore suggests that any elaboration of these windows would simply provide a visual focal point where it is not particularly needed.

The trim detailing, with the windows well recessed into the masonry wall, will tend to integrate the Squash Club building with its historic neighbor.

Please let me know if you have any questions.

Sincerely,



Thomas R. Blanck

File 19 N Western

Shupp

79 WESTERN AVE N - University Club Restaurant / Bar / Meeting Rooms

02/02/2012 12 017614 Inspected

B - Building Permit - Commercial - Remodel

Contractor John Rupp Commonwealth Properties - HPC

79 WESTERN AVE N - Commodore Condo Assoc / Pkg Garage

01/12/2012 12 004282 Finalled

RW - PW Right of Way Permit - Obstruction - Dumpster

Contractor Dan Schmidt Schmidt Disposal & Recycling - PERMIT DATES JAN 12-16, 2012

09/30/2011 11 283126 Active/Issued

B - Building Permit - Residential (Multi-Fam) - Repair

Contractor Scott Walters Construction Inc

09/28/2011 11 281996 Approved

HP - Heritage Preservation Cases - Administrative Review

Applicant Scott Walters Construction - Replace six windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. The lites will be clear glass.

79 WESTERN AVE N - Commodore Squash Racquet Club

09/21/2011 11 278534 Closed

PA - Parks Summary Abatement - Graffiti

Owner Commodore Condominium Corp - Graffiti on side building.

09/21/2011 11 278533 Transferred - Closed

CS - CSO Complaint - Graffiti - Complaint

Graffiti on side building.

79 WESTERN AVE N - Commodore Condo Assoc / Pkg Garage

07/14/2011 11 250660 Finalled

B - Building Permit - Residential (Multi-Fam) - Repair

Contractor Elizabeth Fellman - COMMODORE, SUITE 206

06/23/2011 10 505983 History

RS - Restaurant Inspection - High Risk - Routine Inspection

Establishment The Commodore

03/02/2011 11 104996 Active/Issued

B - Building Permit - Commercial - Remodel

Contractor Commonwealth Properties Inc - 1ST FLOOR

79 WESTERN AVE N - Commodore Squash Racquet Club

01/24/2011 11 008681 Closed

GT - General Activity Tracking - Zoning

Jan. 24, 2011 - The original site plan for the parking lot was approved in 1980[see address file]. The Commodore Condominiums, adjacent to the Squash Club, made some modifications to the access to their parking garage within their building, which altered the parking arrangement for the lot the Squash Club and Condo's share. Fire Prevention was concerned that the changes obstructed fire vehicle access. After review of the changes to the parking lot, it was determined that fire access was acceptable[see below]. I have attached a pdf of the revised site plan in the documents tab of this file. L Zangs 12/30/10 - Discussed with commercial inspector assigned to squash club and with fire engineering supervisor. Determined that this was not a fire lane and parking spaces are acceptable, closing RF. - MI

79 WESTERN AVE N - Commodore Condo Assoc / Pkg Garage

11/02/2010 10 917282 Closed

RF - Referral - Citizen Complaint

Owner Commodore Condo Assoc/Co Gittleman - SQUASH CLUB RESURFACED PARKING LOT AND ADDED 2 PARKING SPACES IN FIRE LANE

AB
no permit
8/2/12
ON 8/11/12
REVIEW
PERMIT
Page 16 of 29

FILE
7-21189

Handwritten signature

79 WESTERN AVE N - UNIVERSITY CLUB RESERVATION ROOM / MEETING ROOMS

Date	Permit No.	Status	Description	Contractor
12/17/2012	<u>12.221048</u>	Approved	B - Building Permit - Residential (Multi-Fam) - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Scott Walters Construction Inc - UNIT #504 & #404 Applicant Scott Walters Construction Inc - Proposal to replace sixteen double-hung windows with Pella Precision Fit, Architect Series, double-hung windows in EnduraClad Brown. Contractor Schumacher Elevator Co Inc Contractor Schumacher Elevator Co Inc
11/08/2012	<u>12.209006</u>	Finalized	EV - Elevating Device - Passenger - Commercial Modernization EV - Elevating Device - Passenger - Commercial Modernization	Contractor Scott Walters Construction Inc - UNIT #601 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Timothy Eldridge Woodbury Mechanical Inc
10/11/2012	<u>12.115573</u>	Finalized	B - Building Permit - Residential (Multi-Fam) - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Cardinal Remodeling Inc - UNIT 606, CONDO Contractor Allied Electrical Contractors Inc
09/27/2012	<u>12.110218</u>	Inspected	PG - Plumbing/Gasfitting/Inside Water Piping - Plumbing/Inside Water (All) - Residential Alter PG - Plumbing/Gasfitting/Inside Water Piping - Plumbing/Inside Water (All) - Residential Alter	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace ten double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dovetail Renovation Inc - UNIT 303 The following "Trade" Permits are required for this project: Electrical, Plumbing, Contractor Scott Walters Construction Inc - UNIT #602
09/26/2012	<u>12.109691</u>	Pending	B - Building Permit - Residential (Multi-Fam) - Remodel	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
09/17/2012	<u>12.106015</u>	Finalized	B - Building Permit - Residential (Multi-Fam) - Remodel	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
09/12/2012	<u>12.104384</u>	Finalized	Electrical Permit - Electrical - Residential Repair/Alter	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
07/27/2012	<u>12.086883</u>	Finalized	B - Building Permit - Single Family Dwelling - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
07/25/2012	<u>12.086445</u>	Approved	B - Building Permit - Single Family Dwelling - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
07/17/2012	<u>12.082528</u>	Active/Issued	B - Building Permit - Single Family Dwelling - Remodel	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
07/16/2012	<u>12.081598</u>	Finalized	B - Building Permit - Residential (Multi-Fam) - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
06/22/2012	<u>12.080299</u>	Approved	B - Building Permit - Residential (Multi-Fam) - Repair HP - Heritage Preservation Cases - Administrative Review	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY
05/14/2012	<u>12.056017</u>	Finalized	RW - PW Right of Way Permit - Obstruction - Dumpster	Contractor Scott Walters Construction Inc - UNIT - 100 Applicant Scott Walters Construction Inc - Proposal to replace twelve double-hung windows with Pella Precision Fit, Architect Series, double-hung clad windows in a brown color. Contractor Dan Schmidt Schmidt Disposal & Recycling - DUMPSTER IS ON HOLLY



FILE

16 October 2017

Wendy Lane
City of Saint Paul
375 Jackson, Suite 220
Saint Paul, MN 55101

Re: Commodore Hotel construction history (including the "West Dining Room")

Dear Ms. Lane:

The Commodore Hotel, 79 Western Avenue North, was constructed in 1920. The hotel originally included a six story section containing the hotel rooms, and a one story dining room. An attached one-story garage addition was built for the hotel in 1924; which was remodeled into classroom/offices in 1967 (DSI Building Permit history). Zoning application for a 24 space parking lot accessed from Holly Avenue was approved in 1972.

An addition was built to the hotel in 1976 on the site of the former 24 space parking lot. The new construction included squash courts (lower level) and future dining (upper level). The 1976 Commodore Hotel construction documents prepared by Michelson and Associates and permitted (DSI Building Permit history) identify the West Dining Room as "Future Dining Room" an A-2 Occupancy. The west dining room was built so that the floor elevation was the same as the adjacent 1920 dining room and kitchen to accommodate expansion of the bar and restaurant.

After a gas explosion in 1978, the Commodore closed and was extensively renovated beginning in 1980. The explosion delayed the planned opening of the west dining room that had been built in 1976. The 1980 Repair & Replacement documents prepared by Thomas Blanck and permitted (DSI Building Permit history) included a new Squash Club Lounge which further expanded commercial/liquor service area beyond the west dining room expansion of 1976. The 1980 document continues to identify the West Dining Room as "Future Dining Room" an A-2 Occupancy. The city accepted and approved the expansion of the liquor service area that then included the 1920 bar & dining room and the 1976 West Dining Room to include the lounge area in the squash club section of the hotel building, and approved the off street parking for the expanded area.

The Commodore Hotel liquor license dates back to the end of prohibition in the 1930's. The city approved licensed area was expanded in 1976 to include the West Dining Room construction and again in 1980 to include the lounge area of the squash club portion of the hotel building. It is my understanding that the liquor license has covered the west dining room continuously since 1976 and does today.

At some point after the 1980 renovation of the Commodore Hotel building was completed, the hotel was converted to condominiums and the squash club and 1920 dining room areas each became separate parcels, not included in the condominium. In 2001 (and subsequent court actions to clarify the legal description), the West Dining Room parcel was added to the 1920 dining room parcel.

FILE

17-214898

Wendy Lane
16 October 2017
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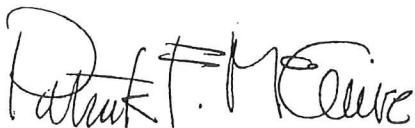
The documents prepared by MCL Architects, that were submitted and permitted by Permit 20 12 017614, clearly identify the "West Dining Room" as a dining room, an A-2 Occupancy. The City found that no 'change of occupancy' nor "expansion" existed at the time of the granting of the permit. The Permit was issued on August 30, 2012 based on a drawing dated 5/7/2012, but that permit does not appear in the City's electronic record of permits! To my knowledge to date, the city has failed to provide any **evidence** that its determination in 2012 was incorrect. The construction in this area of the building proceeded in reliance on that permit, sub-contractors also submitted permits and completed inspected work in this area, and it was fully inspected and approved verbally for a temporary occupancy permit before it opened in 2015.

The temporary installation of fitness equipment sometime before 2001 is permitted in an A-2 occupancy, because it is a lesser hazard. As a consequence this temporary use did not change the A-2 classification of the west dining room as a matter of law. No city records that I am aware of indicate any change of use from the originally permitted 1976 A-2 occupancy. No city action that I am aware of has ever been taken to reduce the liquor license service area to exclude the west dining room and/or to legally permanently reduce the allowed occupancy from and A-2 to A-3 (fitness center). The fact that there is a liquor license covering the West Dining Room, in my opinion further conforms the city's continued approval of its use as a dining room.

The current owner acquired the bar and restaurant in 1984, and at that time also acquired the liquor license that covered it, the West Dining Room, and the squash club lounge. The current owner acquired the West Dining Room in 2001 in reliance on the fact that his liquor license covered this area, and that no city records indicated it could not be used for its 1976 intended purpose as a dining room. It has been operated as a part of the bar and restaurant complex since then - with no city objection until 2015.

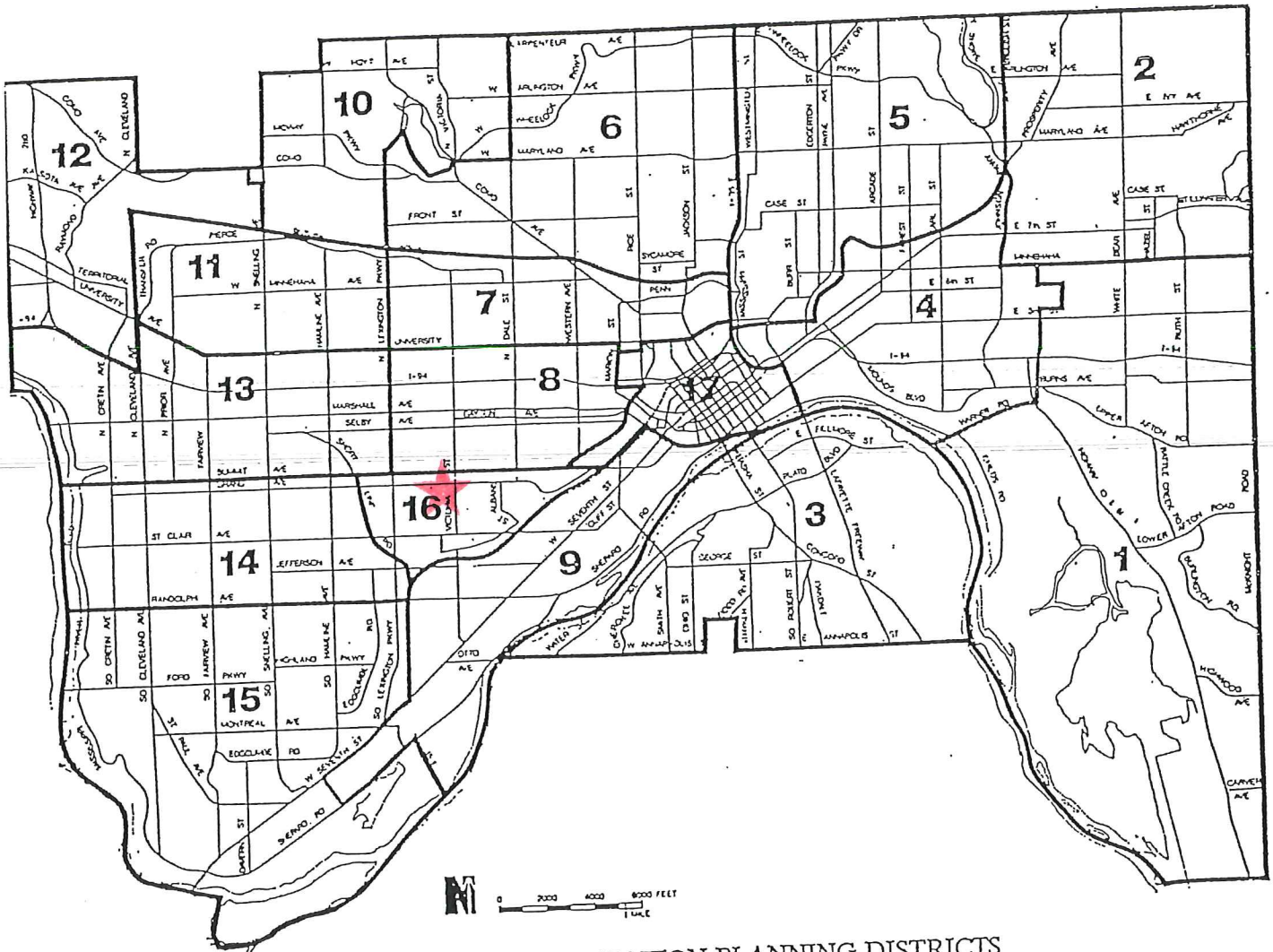
Our analysis supports the city's determination when it granted the permit in August of 2012; that there is no expansion or change of use including the West Dining Room.

Sincerely,



Patrick F. McGuire, AIA
MCL Architects, Inc.

cc: John Rupp, Owner



CITIZEN PARTICIPATION PLANNING DISTRICTS

1. SUNRAY-BATTLECREEK-HIGHWOOD
2. HAZEL PARK HADEN-PROSPERITY HILLCREST
3. WEST SIDE
4. DAYTON'S BLUFF
5. PAYNE-PHALEN
6. NORTH END
7. THOMAS-DALE
8. SUMMIT-UNIVERSITY
9. WEST SEVENTH
10. COMO
11. HAMLINE-MIDWAY
12. ST. ANTHONY PARK
13. MERRIAM PARK-LEXINGTON HAMLINE-SNELLING HAMLINE
14. MACALESTER GROVELAND
15. HIGHLAND
16. SUMMIT HILL
17. DOWNTOWN

ZONING FILE 17-214987