

From: John O'Brien [mailto:john@commodoresquashclub.com]
Sent: Friday, December 04, 2015 4:52 PM
To: #CI-StPaul_Council
Subject: Charter Amendment Opposition Letter

Dear St. Paul City Council,

My name is John O'Brien, and I am the owner of the Commodore Squash Club. On Wednesday, you heard me speak in opposition to the lifting of Liquor License controls for Restaurants in St. Paul. I am concerned about the effect the proposed Charter Amendment will have on neighboring properties, and what safeguards are in place to prevent abuse by Restaurants granted a new or expanded Liquor License. I explained how I was having a serious issue with just this sort of matter, with Mr. John Rupp expanding the Restaurant which is part of the old Commodore Bar. In my opinion, the Department of Safety and Inspections does not provide adequate protection to neighbors when threatened by lawsuits, and I am concerned an ordinance change will only make it easier for powerful interests to abuse neighboring properties.

Judging by your questions, it was clear to me you knew little about my particular situation, despite more than a year of communication between myself and representatives of the Department of Safety and Inspections: namely Larry Zangs, Kristina Schweinler, and James Perucca. I am grateful you delayed a vote for one week for further deliberation, and I write this so as to present my views on what I see as a serious neighborhood threat.

The reopening of the Commodore Bar next door has put tremendous strain on my parking lot and on local streets. Members have reported having to park four blocks away to play squash. I have engaged attorney Mr. Evan Rice to protect my parking rights at the Commodore Squash Club. The Commodore Association and the Squash Club essentially share cross easements (contested by the Association) related to the common parking lot, of which I own 48 of the 86 slots, with the Association's easement subject to the assignment of slots by me. Last night one of my members had to wait ten minutes to exit the new 15 slot reserved Squash Club parking area, (contested by the Association) blocked in by a stream of cars awaiting Valet Parking servicing the Bar/Restaurant. The parking is about to get much worse. Wedding receptions are now planned for every Saturday through the Summer, utilizing the 2400 square foot addition of a new "Banquet Room," cleared just this week by Safety and Inspections.

The "Banquet Room," roughly 41 by 58 feet in size, used to be the Commodore Squash Club Fitness Center. Mr. Rupp was awarded the room in 2001, the bitter result of nearly 20 years of various lawsuits with my father, Thomond O'Brien. Over the past two years, Mr. Rupp has torn down much of the intervening wall, which used to be the exterior wall of the Commodore Hotel, thus joining his dining room with his new Banquet Room. The Banquet Room has an elevated area for a stage, and by my estimation will hold close to 300 dancers. You can imagine how many cars will be required for transportation. I point out the Banquet Room is arguably neither part of the Commodore Association, nor part of the Squash Club, and no parking rights were mentioned in the 2001 Decision. Where are those dancers supposed to park?

Mr. Rupp's most recent Liquor License dates from 1992. I quote from St. Paul City Ordinances, section 409 (06), F:

" Premises of license. No on-sale or off-sale license shall be effective beyond the compact and contiguous space named in such license and for which the same was granted, except that on-sale license granted for sales in the dining room of any hotel may permit sales of liquor with meals in additional dining rooms open to the public and specified in the license if meals are regularly served to guests therein."

I contend that the new Banquet Room, which Mr. Rupp did not own till 2001, is not to be included in his 1992 Liquor License. A floor plan expansion of nearly 2400 square feet for full liquor service as an operating Banquet Room complete with a stage and live music, is supposed to spark a full review AND NOTIFICATION OF NEIGHBORS. The neighborhood has not been consulted, and would likely disapprove, based on white hot anger over the loss of on street parking.

I quote relevant sections from St. Paul City Ordinances under Section 409. Each section reflects an abuse by Mr. Rupp, and the failure of the City Council to be fully involved:

- (1) "Transfer. No on-sale license granted hereunder shall be transferable from place to place (including changes in licensed areas) without the consent of the city council, which consent shall be evidenced by resolution passed by the city council."
- (2) "The location of the premises upon which the applicant proposes to sell such liquor and an exact description, including the proposed floor plan and seating capacity, of the particular place within the building structure where such sales are proposed."
- (3) "Public hearing; notices. No new license for either on-sale or off-sale shall be issued without a public hearing on the application."
- (4) "The licensee shall present with his or her application for permission for a temporary extension either the written consent or nonobjection of the citizens' district council whose geographical area encompasses the licensed premises, or a petition containing a statement in writing with the signatures of sixty (60) percent or more of the owners and occupants of private residences, dwellings and apartment houses located within two hundred (200) feet of such premises stating that they have no objection to the granting of such temporary extension of service area. If such consent or nonobjection is refused or if such petition fails, the city council may by resolution authorize the temporary extension of the service area; and (continuing) The licensee shall notify, at least ten (10) days in advance of the date of the proposed temporary extension, all owners and occupants who own property or reside within three hundred (300) feet of the property line within which the licensed establishment is located of the proposed temporary extension of liquor service. Such notice shall be typewritten and include the location, date and time of the proposed extension of liquor service. The notice shall specifically state: "If any person has comments about this proposed temporary extension of liquor service, they are encouraged to telephone the public information and complaint office."

As I mentioned in opposition, I am pleased to have the old Commodore Bar reopened to the public. However, a full service Restaurant, and the expanded Banquet Facility, are causing enormous problems which should require Neighborhood and City Council involvement. Safety and Inspections has failed to protect the public from this unjust expansion. The problem is about to become exponentially worse. Already the increased traffic is horrid, as is the regularly overflowing dumpster garbage, the endless delivery trucks, and the rude employees smoking on Squash Club property, leaving cigarette butts scattered about the front door of my business. In short, this neighborhood, and this long standing business (1976), is not to be treated this way.

Respectfully, I ask the City Council to hold off approving the the Charter Amendment until adequate safeguards are in place to avoid the very sort of abuse I herein report. Furthermore, I request the City Council investigate my particular case, and act to ensure the above mentioned safeguards from City Ordinances are met.

Respectfully,

John O'Brien
Owner of the Commodore Squash Club since 1995