



8/1/2025

Dear City of St. Paul,

I strongly object to Mr. Rupp's Application to modify his existing license, as well as to the legitimacy of his Liquor License applying to the western portion of his dining room: a space owned by me as a Fitness Center until 2001.

As I have contended for years, Mr. Rupp's use of the western portion of his dining room ("Banquet Room") constitutes an ongoing nuisance and threat to public health, particularly due to the lack of adequate parking. According to Section 310.04 the St. Paul City Code of Ordinances, the City may demand reasonable restrictions as well as insist that all his previous restrictions should remain in force.

I have testified before the City Council about the dangers and nuisance of Mr. Rupp's illegal (as it turns out) prior use of that room, and provided corroborative evidence from other witnesses. I have personally seen countless cars back onto Western after having turned into the private entrance for the Association. I'm surprised nobody has yet been killed. Just this summer, four cars were involved in a serious crash on Western at the Association exit, and the one useable entrance/ exit from the parking lot is entirely insufficient to handle traffic for Mr. Rupp's expanded business. I have seen traffic and fire lanes completely blocked to a standstill, with parkers desperately exiting over the grass to escape the lot. Members told me of having to walk three blocks to get to the Club, because the lot and all the street parking was taken, with cars circling endlessly. This constitutes a clear danger and nuisance to our quiet neighborhood.

I point out that the western portion of his dining room ("Banquet Room") is its own legal parcel: PIN 012823240289. Mr. Rupp's parking easement rights which benefit a different parcel, his bar/restaurant, would not automatically extend to this new parcel. Easement rights do not attach to separate parcels simply because they are owned by the same person. The "Banquet Room" parcel has

no easement rights over Lots 3-5 of Block 13 of Woodland Park Addition, (my property) nor, I suggest, over the Association's portion of the parking lot. In short, I contend, based on sound legal authority, that Mr. Rupp has NO parking for that "Banquet Room." The City should not presume otherwise.

According to the Code, the City may (4) require "that certain off-street parking facilities be provided." Mr. Rupp recently sold his lot further north on Western, which means that lot is no longer available for overflow parking. Mr. Rupp should not be allowed to use that room until he addresses his serious parking deficiencies.

I encourage the City to take a strong stand, enforce strict limitations as to his use, review the legitimacy of his License as it pertains to a room he didn't own in 1993, and require ample off street parking. I would also encourage the City not to help Mr. Rupp with his plans until he has paid his Commodore property taxes in full; properties which are facing foreclosure per a recent City Notice to my business. This AFTER he convinced the City to pay for a Fire Suppression system for the Banquet Room, to be paid for in installments with his property taxes.

Respectfully,

John O'Brien

Owner of the Commodore Squash Club

Additional Questions:

- 1) The current N Application says "Non-Transferable." Was the University Club License transferred to the Commodore? Were N transfers legal in 1993? Notice that Mr. Rupp did not indicate if his 1993 was a New or Renew.
- 2) Mr. Rupp's use of the Banquet Room encumbers the "Common Elements." Did 100% of the Association ever vote to allow the encumbrance the Common Elements with Mr. Rupp's expanded use? Section 4(b) 12 (page 23) of the Declaration states:

"CONSENTS. The prior written consent of all Mortgagees and Owners shall be required before the Association may: ...(4) Abandon, partition, subdivide, ENCUMBER (sic), sell or transfer the Common Elements, by act or omission;"

Moreover, under Section 6 COVENANTS AND RESTRICTIONS (b)(9) (page 15) states:

"No alterations to the bar area of unit A shall be made without the written consent of those Owners entitled to vote (excluding the Owner of Unit A) holding 75% or more of the Total Vote of the Project."

Has the Association ever held such a vote?

3) 340 Cedar Ave delinquent property taxes listed as \$781,555.20. What is 1995 \$600,00 loan status? \$415,000 was owing in 2011, with bankruptcy declared in 2012.

4) List of Active Judgements: