

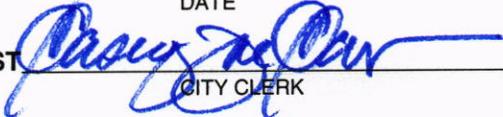
**CD&RS** – Your Committee recommends approval of the Department of Licenses and Consumer Services Agenda recommendations granting applications for Liquor, Business and Gambling licenses as set forth in Petition No. 278233 on file in the office of the City Clerk, subject to final inspection and compliance with all provisions of applicable codes and ordinances.

Certified as an official action of the City Council: 

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
Gordon	X						Cano	X					
Frey	X						Bender	X					
B Johnson	X						Quincy	X					
Yang	X						A Johnson	X					
Warsame	X						Palmisano	X					
Goodman	X												

ADOPTED APR 17 2015  
DATE

APPROVED  NOT APPROVED  VETOED

ATTEST   
CITY CLERK

 APR 20 2015  
MAYOR HODGES DATE

2

2015R- 160  
**RESOLUTION**  
**of the**  
**CITY OF**  
**MINNEAPOLIS**  
By Goodman

**Approving License Settlement Conference recommendations relating to the Hotel License held by Aqua City Motel, 5739 Lyndale Ave S, Minneapolis.**

Whereas, the Licenses & Consumer Services Division held a License Settlement Conference hearing on November 24, 2014 with the licensee; and

Whereas, the Community Development and Regulatory Services Committee received Findings of Fact, Conclusions and Recommendations that concluded that the licensee violated the Minneapolis Code of Ordinances;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That the following recommendations be adopted, as more fully set forth in said Findings on file in the office of the City Clerk and made a part of this report by reference:

1. All administrative citations issued to Mian Hospitality Group LLC will be reduced to violation notices in lieu of this settlement.
2. Mian Hospitality Group LLC agrees to pay a \$500 sanction, with \$500 stayed pending no further substantial and serious violations for a period of two years.
3. The Division may impose a 5-day suspension of the hotel license of Mian with 5 days stayed and not enforced, for the next two year period, unless there are serious and substantial violations of licensing requirements or laws, or blatant disregard of the terms of these recommendations, that are beyond control of licensee and not timely corrected or after notice of deficiencies are given to Mian and a Due Process Hearing is conducted as to the failure to correct any such deficiencies.
4. Mian Hospitality Group LLC shall maintain its current complement of security cameras in areas of the interior and exterior of the building, as approved by the Minneapolis Police Department 5th Precinct.
5. Mian Hospitality Group LLC agrees to maintain twenty-four hour per day on-site personnel or management. The on-site management shall report all suspected criminal behavior to the Minneapolis Police Department in a timely manner.
6. Mian Hospitality Group LLC agrees to train all employees through existing law enforcement training programs to recognize signs of sex trafficking and report such related activities at their premises to Minneapolis Police Department.
7. Mian Hospitality Group LLC agrees to continue its policy of not accepting Hennepin County vouchers or referrals from homeless shelters.
8. Mian Hospitality Group LLC agrees to perform criminal background checks on all employees of the Aqua City Motel, which can be obtained from the Minnesota Bureau of Criminal Apprehension.

9. Mian Hospitality Group LLC agrees to require identification for every unaccompanied individual over the age of 14 either renting or residing in the hotel, except for spouses or minors staying with family members, provided that identification shall be required for at least one responsible adult in each unit. All parties letting a room shall be identified in the computerized system and persons who are not related or are not lawful permitted guests shall be removed upon discovery. Hotel management will maintain the system and allow Minneapolis Police and License Divisions officials access to it on a monthly basis.

10. Mian Hospitality Group LLC agrees to maintain a red flag/do not rent notation system in their computerized check in system to refuse customers previously involved in nuisance activity from staying at the motel.

11. Mian Hospitality Group LLC agrees to only let to persons under the age of 18 with written parental consent.

12. Mian Hospitality Group LLC agrees to use a behavioral notice to be prominently displayed in the check-in area and acknowledged by all persons getting a room upon check-in. The Aqua City Motel shall remove any individual or group that fails to conform to the behavior agreement.

13. Mian Hospitality Group LLC agrees to not permit a tenancy by any person using the Aqua City Motel as transient or temporary occupancy, that a portion of units not to exceed 12 may be made available from time-to-time for tenants who have legitimate, long term temporary needs, such as construction workers, those visiting students or individuals in hospitals or other institutions, or people who need lodging because of an emergency at their current residence. Otherwise, long-term stays (typically over one month) will not be permitted.

14. The License and Consumer Services Division reserves the right to require on-site security. The Metro Inn Motel (Aqua City Motel) agrees to hire off duty police officers two nights each week, which shall be a minimum of 4 hours on Friday and Saturday nights between 8:00 p.m. - 2:00 a.m. (or such other hours as are determined by the officer), in full uniform. Off duty police will provide foot beats, roving patrols and shall be proactive in enforcement and provide a high visibility presence. The licensee will maintain a schedule of hours and name of personnel performing security and will make the schedule available to City staff. The off duty police may divide their time and duties between Motel and the adjacent Metro Inn.

15. During the time off-duty Minneapolis Police officer is not present, motel staff shall make periodic rounds between 7:00a.m. and 11:00 p.m. weekdays and 7:00 a.m. and 1:00 a.m. weekends.

16. Mian Hospitality Group LLC agrees to monitor parking areas. All vehicles parked must be registered to a room, except for guests present for a short-term legitimate reason. Any unregistered vehicles must be towed. A log will be kept of vehicles towed.

17. Mian Hospitality Group LLC agrees to cleaning litter from parking areas and business at least four times daily. A log will be kept of daily litter schedule.

18. Mian Hospitality Group LLC agrees to not allow any room rental for less than a 24-hour period, or charge hourly rates for occupancy.

19. Mian Hospitality Group LLC agrees to at all times maintain all rooms and entire premises in compliance with all Housing, Health, Fire and Safety codes in the City of Minneapolis and permit safety inspections at reasonable times upon prior notice. Due to the history of poor maintenance,

the principals of the Aqua City Motel understand that any further failure to promptly correct any Housing, Health, Fire and Safety violations may result in revocation or denial of the Hotel license. Further, the City of Minneapolis may close individual rooms for lack of cleanliness and maintenance, if management is given notice and does not correct the problem within a reasonable time, until at such time the room is deemed in compliance with Minneapolis codes.

20. Mian Hospitality Group LLC agrees guests shall not be allowed to cook in their rooms unless equipped with kitchens.

21. Mian Hospitality Group LLC agrees to participate in meetings with a liaison of neighborhood residents on an informal basis at last every six months, or more often if feasible. The licensee will keep a log of the meetings that they have attended.

22. Mian Hospitality Group LLC agrees to provide the Community with contact information to receive complaints or concerns and will address those concerns if received. The licensee will keep a log of these complaints and the resolution of them.

Certified as an official action of the City Council: *(SM)*

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
Gordon	X						Cano	X					
Frey	X						Bender	X					
B Johnson	X						Quincy	X					
Yang	X						A Johnson	X					
Warsame	X						Palmisano	X					
Goodman	X												

APR 17 2015

ADOPTED

DATE

ATTEST

*[Signature]*  
CITY CLERK



APPROVED



NOT APPROVED



VETOED

*[Signature]*

APR 20 2015

MAYOR HODGES

DATE

3

2015R- 161  
**RESOLUTION**  
**of the**  
**CITY OF**  
**MINNEAPOLIS**

By Goodman

**Approving Business License Operating Conditions relating to the On Sale Liquor and Sidewalk Café Licenses held by Azul Nightclub, 400 3rd Ave N., Minneapolis.**

Resolved by The City Council of The City of Minneapolis:

That it approves the following Business License Operating Conditions relating to the On Sale Liquor and Sidewalk Café Licenses held by Azul Nightclub, 400 3rd Ave N., Minneapolis:

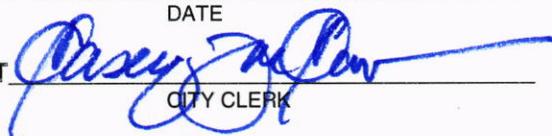
1. The licensee shall email their live band event schedule and advertisements to the Minneapolis Police 1st Precinct and Business Licensing every two weeks for the purpose of assessing Azul Nightclub's security and staffing needs based on the potential event draw of patron numbers in excess of regular business operations.
2. The licensee shall take all necessary and prudent steps to avoid violent incidents from occurring at their establishment during events by assessing the reasonably foreseeable risks associated with the nature of the event(s), the history of the performer(s), and the anticipated number of attendees.
3. No glass bottles will be served to patrons.
4. The licensee must verify the age of all persons seeking to purchase beverage alcohol.
5. The licensee will not provide outdoor speakers. Should outdoor speakers be added in the future, the licensee shall meet with a representative of the City of Minneapolis Environmental Management Division prior to operating outdoor speakers to undergo a sound mitigation evaluation to review strategies to minimize unwanted sound emanating from the outdoor area and implement those recommended strategies.
6. To assist in the prevention of reoccurring disturbances by known persons, the licensee shall compile, maintain and share with the 1<sup>st</sup> Precinct a "Do Not Admit/8.6" list of persons who have been trespassed and/or refused service per Minnesota Administrative Rule 7515.0590, Subp.3.
7. The licensee shall utilize a metal detector to wand persons seeking to gain entrance to the establishment as needed or as determined by Minneapolis Police.
8. Each bar area in the establishment will have a staff person assigned as the "controller" with the duties to oversee the amount of alcohol being served to reduce the potential of over serving patrons.
9. Dedicated security staff will monitor the activity in the establishment and if any criminal activity is observed, security must escort the customer from the premises and request Minneapolis Police assistance at the exit of the business.
10. Dedicated security staff shall not allow customers or passersby to loiter for any purpose near the establishment during business hours.

11. Dedicated security staff shall assist in crowd dispersal for at least one half hour after closing of the establishment to prevent loitering.
12. The licensee will not distribute hand-bills advertising promotions to anyone walking on city sidewalks, streets, or alleys; nor place any on parked motor vehicles.
13. The licensee shall send a representative to monthly LINC meetings.
14. The licensee will collect all litter within 100 feet of the exterior of the building housing the licensed premises on a daily basis.
15. The licensee shall not advertise nor promote "18 plus/all ages" events on the premises. For purposes of this agreement, "18 plus/all ages" events shall be defined as an event that is advertised as an 18 plus/all ages event that offers live entertainment or a DJ in a nightclub type setting.
16. All persons seeking to gain entrance to the establishment who appear to be under the age of 21 shall be required to present legitimate identification as a condition of entrance except during private events that are not open to the public. No minors will be allowed to remain on the premises unless as otherwise allowed under State Statute 340A.503.
17. The patio area shall be restricted to the approved plan. The number of patrons on the patio should not exceed the total customer capacity specified in the license application. Noise coming from patrons in all outdoor areas will be managed consistent with the requirements of Chapter 389 of the Minneapolis Code of Ordinances.
18. The city council may review the operation of any outdoor area in connection with the renewal of the on-sale license for the establishment or at any other time for good cause. Violation of the terms and conditions of this section shall be grounds for revocation, suspension, or refusal to renew the on-sale license for that portion of the licensed premises pertaining to the outside area.
19. During live performances and special events, Azul Nightclub will keep an accurate occupancy count and immediately share such figures upon the request of any official or officer of the City of Minneapolis. Azul Nightclub shall not let more patrons into the establishment than is legally allowed, with the occupancy number posted in plain sight near the main entrance of the establishment.

Certified as an official action of the City Council: 

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
Gordon	X						Cano	X					
Frey	X						Bender	X					
B Johnson	X						Quincy	X					
Yang	X						A Johnson	X					
Warsame	X						Palmisano	X					
Goodman	X												

ADOPTED APR 17 2015  
DATE

ATTEST   
CITY CLERK

APPROVED  NOT APPROVED  VETOED

 APR 20 2015  
MAYOR HODGES DATE

4

2015R- 162  
**RESOLUTION**  
**of the**  
**CITY OF**  
**MINNEAPOLIS**  
 By Goodman

**Approving Business License Operating Conditions relating to the On Sale Wine with Strong Beer License held by Harriet's Inn, 4000 Lyndale Ave S, Minneapolis.**

Resolved by The City Council of The City of Minneapolis:

That it approves the following Business License Operating Conditions relating to the On Sale Wine with Strong Beer License held by Harriet's Inn, 4000 Lyndale Ave S, Minneapolis:

1. Harriet's Inn agrees to post a sign at all exits reminding patrons to respect the neighborhood by keeping noise to a minimum.
2. After the restaurant closes for business every evening, Harriet's Inn staff will monitor their parking lot and the immediate vicinity around the restaurant to see if their customers are loitering. If they observe people loitering, staff will ask them to move along and if the loitering continues they will call 9-1-1 and request police assistance to alleviate the loitering activity. Mpls Ord. 259.250(1) and Minnesota Statute 609.605.
3. No Bocce Ball game will start after 9:00 p.m.
4. Harriet's Inn shall not allow delivery trucks to deliver goods before 7:00 a.m. All delivery trucks will use Harriet's Inn parking lot to make their deliveries. All delivery trucks will not park their trucks in the street to do their deliveries.
5. In an effort to reduce noise issues for the surrounding residence, Harriett's Inn, shall not throw out trash or garbage in the dumpsters after 11:00 p.m. Monday-Thursday, 12:00 a.m. Friday-Saturday, and 11:00 p.m. Sunday.

Certified as an official action of the City Council: 

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
Gordon	X						Cano	X					
Frey	X						Bender	X					
B Johnson	X						Quincy	X					
Yang	X						A Johnson	X					
Warsame	X						Palmisano	X					
Goodman	X												

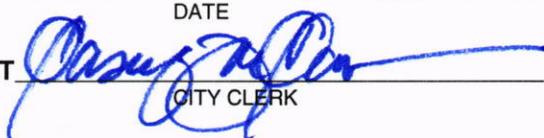
APR 17 2015

ADOPTED \_\_\_\_\_

DATE

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CITY CLERK





APPROVED



NOT APPROVED



VETOED



MAYOR HODGES

APR 20 2015

DATE

5

2015R- 163  
**RESOLUTION**  
**of the**  
**CITY OF**  
**MINNEAPOLIS**

By Goodman

**Approving License Settlement Conference recommendations relating to the Hotel License held by Metro Inn Motel, 5637 Lyndale Ave S, Minneapolis.**

Whereas, the Licenses & Consumer Services Division held a License Settlement Conference hearing on November 24, 2014 with the licensee; and

Whereas, the Community Development and Regulatory Services Committee received Findings of Fact, Conclusions and Recommendations that concluded that the licensee violated the Minneapolis Code of Ordinances;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That the following recommendations be adopted, as more fully set forth in said Findings on file in the office of the City Clerk and made a part of this report by reference:

1. All administrative citations issued to Fahmida Hospitality Group LLC will be reduced to violation notices in lieu of this settlement.
2. Fahmida Hospitality Group LLC agrees to pay a \$500 sanction, with \$500 stayed pending no further substantial and serious violations for a period of two years.
3. The Division may impose a 5-day suspension of the hotel license of Fahmida with 5 days stayed and not enforced, for the next two year period, unless there are serious and substantial violations of licensing requirements or laws, or blatant disregard of the terms of these recommendations, that are beyond control of licensee and not timely corrected or after notice of deficiencies are given to Fahmida and a Due Process Hearing is conducted as to the failure to correct any such deficiencies.
4. Fahmida Hospitality Group LLC shall maintain its current complement of security cameras in areas of the interior and exterior of the building, as approved by the Minneapolis Police Department 5th Precinct.
5. Fahmida Hospitality Group LLC agrees to maintain twenty-four hour per day on-site personnel or management. The on-site management shall report all suspected criminal behavior to the Minneapolis Police Department in a timely manner.
6. Fahmida Hospitality Group LLC agrees to train all employees through existing law enforcement training programs to recognize signs of sex trafficking and report such related activities at their premises to Minneapolis Police Department.
7. Fahmida Hospitality Group LLC agrees to continue its policy of not accepting Hennepin County vouchers or referrals from homeless shelters.
8. Fahmida Hospitality Group LLC agrees to perform criminal background checks on all employees of the Aqua City Motel, which can be obtained from the Minnesota Bureau of Criminal Apprehension.

9. Fahmida Hospitality Group LLC agrees to require identification for every unaccompanied individual over the age of 14 either renting or residing in the hotel, except for spouses or minors staying with family members, provided that identification shall be required for at least one responsible adult in each unit. All parties letting a room shall be identified in the computerized system and persons who are not related or are not lawful permitted guests shall be removed upon discovery. Hotel management will maintain the system and allow Minneapolis Police and License Division officials access to it on a monthly basis.

10. Fahmida Hospitality Group LLC agrees to maintain a red flag/do not rent notation system in their computerized check in system to refuse customers previously involved in nuisance activity from staying at the motel.

11. Fahmida Hospitality Group LLC agrees to only let to persons under the age of 18 with written parental consent.

12. Fahmida Hospitality Group LLC agrees to use a behavioral notice to be prominently displayed in the check-in area and acknowledged by all persons getting a room upon check-in. The Aqua City Motel shall remove any individual or group that fails to conform to the behavior agreement.

13. Fahmida Hospitality Group LLC agrees to not permit a tenancy by any person using the Aqua City Motel as transient or temporary occupancy, that a portion of units not to exceed 12 may be made available from time-to-time for tenants who have legitimate, long-term temporary needs, such as construction workers, those visiting students or individuals in hospitals or other institutions, or people who need lodging because of an emergency at their current residence. Otherwise, long-term stays (typically over one month) will not be permitted.

14. The License and Consumer Services Division reserves the right to require on-site security. The Metro Inn Motel (Aqua City Motel) agrees to hire off duty police officers two nights each week, which shall be a minimum of 4 hours on Friday and Saturday nights between 8:00 p.m. - 2:00 a.m. (or such other hours as are determined by the officer), in full uniform. Off duty police will provide foot beats, roving patrols and shall be proactive in enforcement and provide a high visibility presence. The licensee will maintain a schedule of hours and name of personnel performing security and will make the schedule available to City staff. The off duty police may divide their time and duties between Motel and the adjacent Metro Inn.

15. During the time off-duty Minneapolis Police officer is not present, motel staff shall make periodic rounds between 7:00a.m. and 11:00 p.m. weekdays and 7:00 a.m. and 1:00 a.m. weekends.

16. Fahmida Hospitality Group LLC agrees to monitor parking areas. All vehicles parked must be registered to a room, except for guests present for a short-term legitimate reason. Any unregistered vehicles must be towed. A log will be kept of vehicles towed.

17. Fahmida Hospitality Group LLC agrees to cleaning litter from parking areas and business at least four times daily. A log will be kept of daily litter schedule.

18. Fahmida Hospitality Group LLC agrees to not allow any room rental for less than a 24-hour period, or charge hourly rates for occupancy.

19. Fahmida Hospitality Group LLC agrees to at all times maintain all rooms and entire premises in compliance with all Housing, Health, Fire and Safety codes in the City of Minneapolis and permit

safety inspections at reasonable times upon prior notice. Due to the history of poor maintenance, the principals of the Aqua City Motel understand that any further failure to promptly correct any Housing, Health, Fire and Safety violations may result in revocation or denial of the Hotel license. Further, the City of Minneapolis may close individual rooms for lack of cleanliness and maintenance, if management is given notice and does not correct the problem within a reasonable time, until at such time the room is deemed in compliance with Minneapolis codes.

20. Fahmida Hospitality Group LLC agrees guests shall not be allowed to cook in their rooms unless equipped with kitchens.

21. Fahmida Hospitality Group LLC agrees to participate in meetings with a liaison of neighborhood residents on an informal basis at last every six months, or more often if feasible. The licensee will keep a log of the meetings that they have attended.

22. Fahmida Hospitality Group LLC agrees to provide the Community with contact information to receive complaints or concerns and will address those concerns if received. The licensee will keep a log of these complaints and the resolution of them.

Certified as an official action of the City Council: 

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
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Warsame	X						Palmisano	X					
Goodman	X												

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MAYOR HODGES

DATE