

December 23, 2002

In the Matter of the

Findings of Fact,

Hotel License
For Metro Inn Motel,
5637 Lyndale Avenue S
Minneapolis, MN 55419
Ward 11

Conclusions and
Recommendations

This matter came before the Division of Licenses and Consumer Services at a Technical Advisory Committee hearing on Tuesday, November 26, 2002, at 1:00 P.M. in Room 1-C, Minneapolis City Hall. Appearing for the Metro Inn Motel was Navnitlal (Nick) Bhakta, proprietor and licensee. Appearing for the City were Deputy Director Clara Schmit-Gonzalez, License Inspector Leanne Selander, Council Member Assistant John Dybvig, Minneapolis Police 5th Precinct SAFE Officer Jabra Kawas, SAFE Crime Prevention Specialist Robin North, 5th Precinct Lt. Rick Nelson, and 5th Precinct Sgt. James Violette. Based on the information presented at the hearing, the Department makes the following findings of fact.

FINDINGS OF FACT

1. On 5/13/01 The Minneapolis Police SAFE Unit prepared an extensive CPTED survey for the Metro Motel. Some of the suggestions included: painting the building; picking up trash; repairing the front steps; adding lighting to the rear and 57th Street side; installing a see-through fence or bushy landscaping in the rear and 57th Street side; repairing ripped screens; removing the chicken wire from the windows; and installing landscaping or flowers in the office area.
2. On 8/24/01, a Housing Inspector wrote an order to cut the grass at the Metro Motel.
3. On 8/31/01, Environmental Health Inspector Rebecca Cawfield documented 24 City and State health, housing and fire code violations at the Metro Motel. Orders were written.
4. On 2/6/02 a Housing Inspector towed an inoperable vehicle from the lot of the Metro Motel.
5. On 5/22/02, Licensing Inspector Leanne Selander documented and wrote an order for a violation of the outside storage ordinance at the Metro Motel.
6. On 8/13/02, Environmental Health Inspector Richard Swenson documented 10 violations of the health code, all related to open or missing soffit vents, two of which contained bird's nests.

Swenson also documented areas where the soffit and fascia were in need of repair. Orders were written.

7. On 8/22/02, Housing Inspector Gerald Novak documented 2 violations of the Housing Maintenance Code. Orders to replace screens and paint the rear soffit were written.
8. On 8/28/02 a community meeting was held regarding crime and livability issues at the Metro Motel and a neighboring motel. A crowd of about 100 neighbors voiced deep concerns about on-going narcotics and prostitution activity.
9. On 9/10/02, a Housing Inspector wrote orders to remove graffiti from the fence at the Metro Motel.
10. On 10/1/02, 146 households and businesses in the neighborhood and surrounding area signed a petition regarding the Metro Motel and a neighboring motel.
11. On 11/4/02, Licensing Inspector Leanne Selander documented numerous violations of the Business Premise Maintenance Code. They included: missing, broken, ill-fitting or torn screens; broken and dirty windows; exterior walls in need of repair; crumbling stairs; missing siding around air conditioning units; overgrown, weedy and negligible landscaping; outside trim painted inconsistently and in poor repair; and trash and debris on the premises. Orders were written and a TAC hearing was convened.
12. Between 1/1/01 and 11/16/02 there were 101 calls for police service and 22 police reports generated at the Metro Motel. Police reports confirmed that narcotics and other criminal activities have occurred at the Metro Motel on an on-going basis.

CONCLUSIONS

The Division of Licenses and Consumer Services concludes that the following violations occurred:

1. Violation of the Minneapolis Code of Ordinances Chapter 259.125, also known as the Business Premise Maintenance Code, which requires that licensed businesses in the City of Minneapolis shall at all times be in compliance with the exterior maintenance standard of Chapter 85, also known as the Building Code, and shall at all times be in compliance of the offensive condition standards of Chapter 227.90 of the Health Code.
2. Violation of the Minneapolis Code Of Ordinances Chapter 259.125 which requires licensed businesses inspect their premises from lot line to lot line, all adjacent streets, sidewalks

and alleys adjoining their premise, and sidewalks and alleys within one hundred (100) feet of such premise lot lines and remove any litter and debris found thereon daily.

3. Violation of the Minneapolis Code of Ordinances Chapter 244.1300 which states "every dwelling unit located within a hotel shall comply with all of the requirements for dwelling units as otherwise provided in the Housing Maintenance Code."
4. Violation of the Minneapolis Code of Ordinances Chapter 297.90 which states "Any such license to conduct a hotel may be revoked or suspended by the city council in its discretion, either upon its own motion or upon the receipt of a report from the chief of police that such hotel is being conducted in a disorderly manner or that any immoral conduct or practices are being permitted therein, or that such hotel is being conducted, operated or maintained in violation of any of the laws of the State of Minnesota or this Code of Ordinances."

RECOMMENDATIONS

In lieu of a 30-day license suspension and \$1000 fine for failing to maintain the hotel in compliance with Health, Housing, and Licensing ordinances, Metro Inn Motel owner Navnitlal (Nick) Bhakta agrees to comply with the recommendations listed below.

1. The Motel agrees to install outdoor surveillance equipment and maintain such equipment in proper working order at all times during all hours of business operation. Cameras shall have videotaping capabilities and shall be capable of producing a retrievable image. The tapes shall be kept available for police inspection for 14 days before being re-copied. The Motel shall request the SAFE Unit inspect and approve the placement of the cameras.
2. The Motel shall post a conspicuous sign which states the property is under camera surveillance.
3. The Motel shall install and maintain outside security lighting. Installation shall be done to industry standards and maintained in proper working order at all times. Rear security lighting shall be angled in such a way as to not intrude on the privacy of neighbors. The Motel will request the SAFE Unit inspect and approve the type (motion or light sensitive) and placement.
4. The Motel agrees to remove the wooden fencing along the south and east sides of the building and install landscaping in the form of rose bushes. Prep work shall begin in the fall with landscaping to be finished when weather permits, but no later than June 2003. Landscaping shall also include the removal of dead grass and re-seeding or re-sodding.

5. Outside landscaping maintenance shall be done on an on-going basis: leaves shall be raked, bushes and trees trimmed, grass cut, and weeds pulled. Bare ground shall be unacceptable (except as a temporary landscaping measure agreed to by the City and Motel.) The grounds shall be reflective of the surrounding neighborhood.
6. Air conditioning units and soffit vents shall be maintained in good operating condition at all times. All openings around vents and air conditioning units shall be properly sealed. Vents and air conditioning units shall be kept free of bird's nests and bird droppings. Air conditioning units shall be maintained in such a condition as to not emit loud noises that can constitute a nuisance.
7. The Motel agrees to replace the existing south and east-facing hotel room windows with frosted argon-filled permanent glass windows. The windows will allow light in, but will not be able to be seen through. The Motel shall be responsible for determining that installation is in compliance with City fire, safety and building codes.
8. The Motel shall maintain its current practice of 24-hour a day, on-site management.
9. If management determines that a key theft has occurred, the lock shall be changed or re-keyed and the hotel shall file a police report with the Teleserve Unit. Any guest who willfully fails to return a room key shall not be allowed to rent a room in the future.
10. The Metro Inn Motel agrees to maintain security until such time that the MPD determines that drug dealing, prostitution and loitering are no longer a concern. The Hotel agrees to retain *on-site* security for eight hours a week, plus maintain its current daily patrols on the days that on-site security is not present. In addition, the current use of on-call security will be maintained. Due to their close proximity to one another, the Metro Motel and Aqua City Motel may share security.

The Licensing Division along with the SAFE Unit will revisit the general security needs on a yearly basis or when requested by Hotel management or the MPD. The necessity for eight-hour-a-week *on-site* security will be revisited after six months time. The City, at that time, may determine that more or less security is warranted.

11. Security logs shall be kept on-site and available to the SAFE Unit and Licensing on request.

12. During the times security is not present, Motel staff shall make rounds every two hours between 7:00 a.m. and 11:00 p.m. on weeknights and 7:00 a.m. and 1:00 a.m. on weekends.
13. The Metro Motel agrees to install see-through six-foot fencing on the north side of the building to deter loitering and foot traffic. Installation shall take place in Spring 2003, weather permitting, but no later than June 2003.
14. Management staff shall record the time, date and substance of neighborhood complaints and the hotel's response. A record shall be kept for two years and be available to neighbors, SAFE and Licensing on request.
15. The Motel shall host a yearly neighborhood block club meeting. This meeting will be an opportunity for the neighborhood and the motel to exchange ideas, address on-going or new concerns and to strengthen communication.
16. The Motel shall contact the Safe Unit to investigate the feasibility of installing Neighborhood Watch Signs on motel property.
17. Motel management shall attend the Windom Neighborhood Association meeting at least twice a year and be available for questions or concerns about the hotel.
18. Guests shall not be allowed to cook in their rooms. The check-in list and signage in each room shall notify guests that a violation of this rule will result in eviction.
19. Motel staff shall remove litter and debris from their property and the boulevard **daily**.
20. Outside storage of any kind, including appliances, shall not be allowed.
21. The Motel shall be well maintained inside and out. Broken windows, ripped screens, damaged siding, etc... shall be repaired when the need arises, and on an ongoing basis. The Motel agrees it will not wait for orders from the city before addressing the need to do repairs. All repairs, painting and maintenance shall be done in a professional and workmanlike manner.
22. The outside building façade shall be uniform in color.
23. All guests will be required to provide their vehicle plate numbers when registering. Signage shall be posted notifying guests that, for their safety, plate numbers of vehicles parked in the lot will be recorded.
24. The Motel agrees not to allow vehicles posted "For Sale" to park in the lot.
25. Criminal histories shall be required for all current and future motel employees, whether permanent or temporary. Copies shall be kept on file and made available to license inspectors and law enforcement personnel on request.

26. The Motel agrees to notify Licensing if a new manager, responsible for day-to-day operations, is hired. The hiring of temporary managerial help for periods of less than a month is excluded.
27. Management agrees to advise all future extended-stay guests (whose length of stay will exceed or exceeds 30 days) that hotel policy is to conduct a standard background check.
28. Any employee or manager engaging in or allowing illegal, immoral or disorderly behavior on the motel premises shall be terminated. Employment applications shall stipulate this.
29. Employees shall be encouraged to report illegal behavior that they suspect or observe to management or to the police.
30. Guests are required to show photo identification upon check-in. Acceptable forms of ID are: a state-authorized driver's license or photo identification card, a passport, green card, or a military or tribal ID.
31. Guests under the age of eighteen (18) shall not be allowed to rent a room. Guests misrepresenting their age or their identification or providing false registration information shall not be allowed to rent a room.
32. Signage displaying motel and community expectations of guests shall be displayed in the hotel lobby.
33. The Metro Inn Motel shall maintain a computerized no-rent record that shall be made available to Police and Licensing on request. The Metro Inn and Aqua City Motels agree to have a reciprocal relationship with each other, immediately notifying one another when a guest is evicted or refused a room.
34. Motel staff or security shall check out any suspicion of illegal, immoral, or disorderly behavior occurring *on* their premises. If such behavior is confirmed and is being committed by a guest or friend of a guest, management will evict the guest. If a crime has been committed, Motel staff will request police response.
35. Illegal behavior observed *near* the motel premises, but not on the property, shall be reported to the Police. If the illegal behavior is being committed by a guest, that guest shall be evicted.
36. The Motel shall welcome information from neighbors regarding illegal, immoral or disorderly conduct being committed by their guests.
37. The Motel shall cooperate with the Minneapolis Police CRT and SAFE Units in the investigation and elimination of criminal activity occurring at the motel or committed by their guests while staying at the hotel. This cooperation shall include the reporting of criminal behavior or suspected criminal behavior, instructing employees on the importance and proper use of

calling 911, and the use of hotel rooms by the Police for investigative or undercover work.

- 38. The Motel shall post No Trespassing signs on the premises if the SAFE Unit determines that such signage would be beneficial.
- 39. The Motel shall comply with the building code ordinance governing maximum occupancy of rooms.
- 40. The Motel agrees that hourly rentals shall not be allowed.
- 41. The Motel shall promptly comply with all Health, Housing Maintenance, Zoning, Licensing, Building and Fire code orders.
- 42. The Motel shall contact the SAFE Unit quarterly to assure that the motel's management practices are proceeding in a positive direction in the prevention of illegal behaviors on their premises. It is the *hotel's responsibility* to contact the SAFE Unit, and assure that contact continues throughout the next two years. After two year's time the need for continued contacts will be revisited.
- 43. The Motel agrees to continue not to accept Hennepin County vouchers or referrals from homeless shelters.
- 44. Graffiti shall be reported to the graffiti hotline and removed as soon as possible.
- 45. Ice and snow shall be removed promptly from the lot and sidewalks after the snow has ceased falling.
- 46. The Motel shall strongly consider an MPD suggestion to increase its room rates as a way of attracting better clientele.
- 47. Navnitlal (Nick) Bhakta agrees to inform likely hotel buyers that the City will require a new proprietor sign a Conditions letter similar to this document as a requirement for obtaining a hotel license at 5637 Lyndale Ave S.

I have read the above report and recommendations and agree with them. I understand that failure on my part, or on the part of Motel management staff, to adhere to this agreement with the Department may be cause for future action against my Hotel License at 5637 Lyndale Ave. S. I also understand that future violations may put my license in jeopardy. This report and recommendations must be accepted by the Minneapolis City Council and the Mayor.

Licensee _____ Date _____

Printed Name of Licensee _____

Witness _____ Date _____

