

May 31, 2002

**In the Matter of the
Service Company License for
Green & White Taxi
3315 N. 2nd St.**

**Findings of Fact,
Conclusions and
Recommendations**

This matter came before the Department at a Technical Advisory Committee hearing on Friday, November 9, 2001 at 10:30 a.m. in Room 1-C, Minneapolis City Hall. Appearing on behalf of the business were Gary Allen Tournier, Owner; and Virginia Ekola; Attorney. Appearing for the City were Officer Catherine Johnson, SAFE Unit; Roger Van Tassel, Environmental Management; Phil Schliesman, License Inspector; Angie Huguen, License Inspector; and Deputy Director of Licenses and Consumer Services Clara Schmit-Gonzalez. Based on information presented at the hearing, the Department makes the following findings of facts:

FINDINGS OF FACT

1. That on 4-6-99, Environmental Management Inspector Roger Van Tassel wrote orders to install an oil and flammable waste separator with a compliance date of 4-14-99. Additionally, he ordered that all liquid from their vehicles must be contained and processed properly and at no time shall these liquids be allowed to enter the sewer. Inspector Van Tassel was called in April 1999 by a plumbing contractor and the taxi company indicating that the separator would be installed as ordered.
2. That on 9-26-01, Inspector Van Tassel observed and it was verbally confirmed by owner, Gary Tournier, that an oil and flammable waste separator had never been installed. Tournier stated the reason for this lack of installation was due to their phone/communications system being wiped out by a utility company and personal matters in his life.
3. That on 9-20-01 and 9-26-01, Inspector Van Tassel observed oil going directly into the drains, no secondary containment of parts with fluids, and no berms on the driveway area. Photos of each violation were taken on site and presented at the hearing.
4. That in 1996, 1997, 1999 and 2001, the business was cited twice each summer to cut grass/weeds.
5. That 7 fire violations were present on 9-20-01 and 9-26-01. Captain Denise Bryn issued the orders on 10-02-01. Captain Bryn sent Licenses an e-mail on 11-7-01 indicating that all orders had been complied with by that date.
6. That on 9-20-01 at 1:20 pm, License Inspector Angie Huguen and Inspector Van Tassel requested to inspect the facility. This request was made to Bobby Reedy, shop manager, who was the only manager on site at the time. He refused entry so Huguen called a Minneapolis Police Squad. Forty minutes passed before Reedy decided to allow inspectors access to the facility.
7. That on 9-20-01, two unlicensed tow trucks (MN plates YM87042 and YAE3717) were parked on the lot. Reedy stated they use them for towing their cabs. On 9-26-01, one of the unlicensed tow trucks was again on the lot.

Tournier stated the truck was for company use with cabs and was not licensed. He stated he did not know he needed a tow truck license. At the hearing, Tournier stated he had 3 tow trucks.

8. That on 9-26-01, an unmarked passenger van was in the service bay. Michael Waldeman stated to Officer Catherine Johnson that they use the van for corporate pickups for large meetings. This would be defined as a limousine service and requires a state license. Tournier stated at the hearing that they do not hold a limousine license but are not currently using this as “for hire”.
9. That on 9-26-01, the unmarked passenger van in the service bay had a 21 Day Temporary Permit indicating that Suburban Auto Sales, 3315 2nd St. N. was the dealer. At the hearing, Tournier indicated this was a sister corporation of Green & White Taxi. He stated they have a state license to sell used motor vehicles but didn’t know they needed a Minneapolis license. It was shown that they had a Minneapolis license (expired 7-1-96) but had never renewed. The owner stated they had not received renewal notices.
10. On 9-20-01 and 9-26-01, numerous taxicabs and personal vehicles were observed parking on both sides of 2nd St. N. Photos were shown at the hearing. Michael Waldmann stated on 9-26-01 that these were vehicles of employees as it is a 24-hour operation. He stated it is the practice for cabs to park on the street when coming by the facility or during shift changes. He stated some personal vehicles are parked there over 8 hours.
11. On 10-11-01 at fall cab inspection, several company cabs were discovered to be sharing critical safety equipment such as fire extinguishers and triangles. Inspector Phil Schliesman witnessed the problems and spoke directly to Michelle Reinke, driver of one of the cabs. On 10-12-01 at fall cab inspection, Inspector Schliesman witnessed several more company cabs sharing critical safety equipment. Reinke, lease manager, again drove of one of the cabs.
12. That cabs owned by drivers were being brought home and parked on streets in residential areas of Minneapolis.
13. That at least 5 violations of the zoning ordinance occurred at this site. A notice of violation plus photos were presented at the hearing.
14. That according to the service company application dated 2-1-01, 60 people are employed at the service company. The workers compensation form signed by Tournier is marked as “I am the sole proprietor and I have no employees”. No record of workers compensation insurance could be found on file.
15. That on 9-20-01, a taxi cab was observed with its hood up in the parking lot. A photo of this was presented at the hearing.

CONCLUSIONS

1. The company failed to install an oil and flammable waste separator as ordered by Environmental Management in violation of Minneapolis Plumbing Code 4715.1120.
2. The company failed to contain and handle properly all liquid from their vehicles and allowed these liquids to enter the sewer in violation of Minneapolis City Ordinance 48.30.
3. An employee did interfere with inspectors in violation of Minneapolis City Ordinances 160.70 & 48.110.
4. The company was found to be operating and maintaining tow trucks for use of the business without a license in violation of Minneapolis City Ordinance 349.20.
5. The company failed to renew their Motor Vehicle Dealer license in violation of Minneapolis City Ordinance 313.20.
6. The company failed to provide adequate off street parking for the facility or to instruct staff and drivers to use the off street parking available in violation of the 1963 Minneapolis Zoning Code 540.1540 (f) which they were originally licensed under.
7. The company failed to supply critical safety equipment on some company cabs in violation of Minneapolis City Ordinance 341.590. (o).
8. The company failed to train all taxicab drivers regarding rules of conduct and traffic laws for commercial passenger vehicles in violation of Minneapolis Ordinances 341.960 (j), 341.250 (y) & 478.240.
9. The company failed to restrict all repairs to within their service bays in violation of Minneapolis Zoning Code 536.20.

RECOMMENDATIONS

The Department acknowledges the company's interest to resolve the issues at the Service Company. Due to the willingness of all to bring the property into compliance with all codes, the Department makes the following recommendations:

1. That an oil and flammable waste separator be installed properly and any interior or exterior contamination be promptly and properly removed within 1 month of signing this agreement. This was completed at the time of the TAC.
2. That secondary containment be used for any storage of parts outside within 1 month of signing this agreement. This was completed at the time of the TAC.
3. The owner shall be assessed a fine of \$5,000 of which \$3,000 will be stayed for a period of 1 year from the date of this agreement being signed. The remaining amount of \$2,000 is due upon the signing of this agreement. If any further environmental violations occur, the stayed portion of the fine will be immediately due.
4. That the owner will maintain the exterior of the property by promptly cutting grass and weeds, shoveling snow and removing all trash and debris year-round.

5. That the owner is committed to continuously comply with all licensing, environmental management, housing, and fire ordinances and will abate all orders written by their due dates.
6. That the company implement a written policy identifying who is in charge of the facility during all hours of operation and stating the procedures to be followed to promptly allow city inspectors onto the facility. The company will provide the Department with a written statement confirming that all staff have been informed of these policies within 1 month of signing this agreement.
7. That the company restrict their repairs to only their cabs and other fleet vehicles and that *all* repairs occur inside the service bay area.
8. That the company will apply for a Motor Vehicle Servicing license, Class D. Fees for 2000, 2001, and 2002 will be collected within 1 month of signing this agreement. Tow truck(s) will be inspected by Vu Tran within 1 month of signing this agreement.
9. If the company decides to run a limousine service, they will get a license and approvals from the state.
10. That the company will apply for a City Dealer in Used Motor Vehicle license. Fees for 2000, 2001, and 2002 will be collected within 1 month of signing this agreement.
11. That the owner provides the Department with a written list of all companies associated with the service company and will clarify the role each company plays in the overall business within 1 month of signing this agreement.
12. That the company will provide the Department with a list of all taxicabs, their shifts, and the designated site they are to report to each day as well as a list of all employees and their designated shift for the 3315 2nd St. N. location within 1 month of signing this agreement. The company will then provide off street parking spaces as such: one (1) space for each two employees based on the busiest shift as well as one (1) space for each taxi cab based on the busiest shift.
13. That the company will notify all employees and cab drivers that there is no parking on 2nd street and that they are required to use the off street parking provided by the company. Proof of notification will be provided to Licenses within 1 month of signing this agreement.
14. That the company will check each cab and confirm that each has a working fire extinguisher and reflective triangles. Each of these will be marked as "G&W cab number" with permanent marker within 1 month of signing this agreement. The company agrees to make the Minneapolis Cab Inspections a function of the shop with Darren Collier the responsible staff member within 1 month of signing this agreement.
15. That the company will issue their cab drivers written notice of Minneapolis Ordinance 478.240 which states that commercial passenger vehicles are not allowed to be parked on residential streets within 1 month of signing this agreement.
16. That to abate the violations to the Zoning Code present at the site, the owner will provide a complete site plan application with scale drawings to Van

Vorhis in the Zoning office within 60 days of signing this agreement or he will begin litigation.

17. That the owner will provide Licenses and Consumer Services with a current copy of workman's compensation insurance for all employees within 1 month of signing this agreement.
18. The company shall be assessed a fine based on License violations of \$1,000 of which \$500 will be stayed for a period of 1 year from the date of this agreement being signed. The remaining amount of \$500 is due upon the signing of this agreement. If any further Licensing violations occur, the stayed portion of the fine will be immediately due.

I have read the above report and recommendations. I agree with the report and I agree with the above noted recommendations. I understand that failure on my part to adhere to this agreement with the Department may be cause for further suspension, revocation, or denial of my service company license. I understand that this report must be accepted by the Minneapolis City Council and signed by the Mayor. I also understand that future violations may put my license in jeopardy.

Signature

Date

Printed Name

Signature-Witness

Date