

December 23, 2002

In the Matter of the Hotel License for
The Aqua City Motel,
5739 Lyndale Avenue S
Minneapolis, MN 55419
Ward 11

Business Operating
Conditions

This matter came to the attention of the Department following neighborhood complaints. License Inspector Leanne Selander met with Aqua City Motel owner Mohammad Tariq Bashir and manager Shahid Bashir to discuss the neighborhood issues. Mohammad Bashir agreed to forego a hearing and stipulate to the following conditions:

CONDITIONS OF HOTEL LICENSE
AQUA CITY MOTEL, 5739 LYNDALE S

Mohammad Tariq Bashir, as proprietor and licensee, agrees to operate the Aqua City Motel, 5739 Lyndale Ave. S. under the following stipulations as a condition of his motel license. It is recognized that the Aqua City Motel was in compliance with a number of the following conditions previous to the signing of this document.

1. All surveillance equipment, including the lobby camera and outside monitoring cameras and tapes, shall be maintained in proper working order at all times during all hours of business operation . The lobby camera shall have videotaping capabilities and must 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 maintain its outside security lighting 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 shall request the SAFE Unit inspect and approve the type and placement.
4. The Motel shall maintain its current practice of 24-hour per day, on-site management.

5. The Motel shall install signage in each room instructing guests to keep their doors locked at all times.
6. If management determines 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 will not be allowed to rent a room in the future.
7. The Aqua City 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 shall 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.

8. Security logs shall be kept on-site and available to the SAFE Unit and Licensing on request.
9. 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.
10. 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.
11. 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.
12. The Motel shall contact the Safe Unit to investigate the feasibility of installing Neighborhood Watch Signs on motel property.
13. Motel management shall attend the Windom Neighborhood Association meeting at least twice a year and be available for questions or concerns about the hotel.
14. 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.

15. Motel staff shall remove litter and debris from their property and the boulevard **daily**.
16. Outside storage of any kind, including appliances, shall not be allowed.
17. Motel premises shall be kept well maintained inside and out with repairs completed as needs arise and in a professional manner.
18. Outside landscaping maintenance shall be done on an on-going basis. The grounds shall be reflective of the surrounding neighborhood.
19. Guests shall not be allowed to cook in their rooms unless equipped with kitchens. The check-in list and signage in each room shall notify guests that a violation of this rule will result in eviction.
20. All guests shall 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.
21. The Motel agrees not to allow vehicles posted "For Sale" to park in the lot.
22. Criminal histories shall be required of 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.
23. 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.
24. 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.
25. 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.
26. Employees shall be encouraged to report illegal behavior that they suspect or observe to management or to the police.
27. 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.
28. 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.
29. Signage displaying motel and community expectations of guests shall be displayed in the hotel lobby.
30. The Aqua City Motel shall continue to maintain its computerized no-rent record. Records shall be made available to Police and Licensing on request. The Aqua City and Metro City Motels agree to have a

reciprocal relationship with each other, immediately notifying one another when a guest is evicted or refused a room.

31. 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 shall evict the guest. If a crime has been committed, Motel staff shall request police response.
32. 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.
33. The Motel shall welcome information from neighbors regarding illegal, immoral or disorderly conduct being committed by their guests.
34. 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.
35. The Motel shall post No Trespassing signs on the premises if the SAFE Unit determines that such signage would be beneficial.
36. The Motel shall comply with the building code ordinance governing maximum occupancy of rooms.
37. The Motel agrees that hourly rentals shall not be allowed.
38. The Motel shall promptly comply with all Health, Housing Maintenance, Zoning, Licensing, Building and Fire code orders.
39. 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.
40. The Motel agrees to continue not to accept Hennepin County vouchers or referrals from homeless shelters.
41. Graffiti shall be reported to the graffiti hotline and removed as soon as possible.
42. Ice and snow shall be removed promptly from the lot and sidewalks after the snow has ceased falling.
43. The Motel shall strongly consider an MPD suggestion to increase its room rates as a way of attracting better clientele.
44. Mohammad Bashir agrees to inform likely new buyers that the City shall require a new proprietor sign a Conditions letter similar to this document as a requirement for obtaining a hotel license at 5739 Lyndale Ave S.

I have read the conditions listed above and I agree with them. I understand that failure on my part, or on the part of Motel management staff, to adhere to these conditions may be cause for future action against my Hotel License at 5739 Lyndale Ave S. I also understand that future violations may put my license in jeopardy. This agreement is subject to approval from the Minneapolis City Council and the Mayor.

Licensee Date

Printed Name of Licensee

Witness Date