

CITY OF MINNEAPOLIS
LICENSES & CONSUMER SERVICES
350 SOUTH 5TH STREET, ROOM 1-C, CITY HALL
MINNEAPOLIS, MN 55415

In the Matter of:

LICENSE SETTLEMENT AGREEMENT

The Class A Motor Vehicle Service
License held by Cedar Towing and
Auction, Inc. d/b/a Cedar Towing.

WHEREAS, the City of Minneapolis' Division of Licenses & Consumer Services (the "City" herein) provided notice, dated January 26, 2012 (the "Notice") to Cedar Towing and Auction, Inc. (the "Licensee") which holds a Class A Motor Vehicle Service License, alleging that the Licensee had violated certain City ordinances; and

WHEREAS, the Notice stated the matter had been referred to the Minneapolis City Attorney for possible adverse license action; and

WHEREAS, the Licensee, through its counsel, contests the legal and factual bases alleged to support the imposition of adverse license action; and

WHEREAS, the parties hereby agree to prevent the need for an adverse licensing action by entering into this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. The Class A Motor Vehicle Service License held by the Licensee shall be suspended for a period of thirty (30) consecutive days, to be served in full prior to December 31, 2012. The Licensee shall notify the Division of Licenses & Consumer Services of the timeframe it will serve the suspension at least seven (7) days prior to commencement of the suspension. During the period of suspension the Licensee may conduct Class B Motor Vehicle Service in compliance with all applicable ordinance provisions, statutes, laws and regulations.

2. The Licensee shall be subject to a financial sanction of \$20,000. Of this amount, \$10,000 shall be stayed for a period of two (2) years from the effective date of this Agreement and \$10,000 shall be due and payable according to the following schedule:
 - \$5,000 payable by check or money order to “City of Minneapolis – Finance Department” on or before sixty (60) days from the effective date of this Agreement;
 - \$5,000 payable by check or money order to “City of Minneapolis – Finance Department” on or before December 31, 2012.
3. All or a portion of the stayed financial sanction shall be available as a potential sanction, without limiting other potential sanctions, in the event the City establishes good and sufficient cause to support adverse license action for future license violations. The Licensee shall retain its right to due process, inclusive of notice and hearing, to contest any allegations of future license violations in any appropriate venue and to contest the existence, level and appropriateness of any future license sanctions sought to be imposed.
4. The Licensee’s pending application to transfer its business premises from 359 Hoover Street NE to 3527 Dight Avenue South shall be approved contemporaneously with this Agreement. The Licensee has previously applied for and received, in August 2011, a conditional use permit to operate from the new location and has previously submitted a license application to transfer its business operations to the new location. In the event the application is not approved by the Minneapolis City Council this Agreement shall be void.
5. The Licensee shall continue to be subject to compliance with all statutory and code provisions regulating its business practices, specifically inclusive of the requirements imposed by M.C.O. § 349.90 regarding the identification of individuals authorizing service. To this end, the Licensee shall document through use of a standardized form approved by the Deputy Director of Licenses & Consumer Services which authorized category enumerated within Section 349.90 that each individual authorizing service qualifies under, and make such documentation available upon request. If the individual claims to qualify as a “bona fide employee of the [property] owner or property lot license holder” the individual’s employment position and title must be specified on the form and the individual must be a bona fide employee of the property owner or parking lot licensee. If the

individual claims to qualify as a licensed protective agent that status must be documented through reference to the individual's protective agent license.

6. The parties acknowledge and agree that Licensee is not admitting, nor has it admitted, it committed any of the violations alleged in the January 26, 2012 Notice. This Agreement does not establish any violations occurred and no findings of violations have been made. Licensee understands, however, that the allegations contained in the Notice, and the terms of this Agreement, will be a part its business license record and that these allegations and terms may considered by the City if any future licensing violations occur.

7. The Agreement shall not become effective until and unless it is duly approved by the Minneapolis City Council and published in the City's designated newspaper, *Finance & Commerce*.

I have read and understood this Agreement and concur with its terms. Based on the foregoing, this Agreement has been freely and voluntarily entered into by all parties in good faith.

GRANT WILSON
Deputy Director, Licenses & Consumer Services

JULIE RODRIGUE
President, Cedar Towing

Dated: _____, 2012.

Dated: _____, 2012.