

**PARKING MANAGEMENT ADVISORY BOARD MINUTES  
TUESDAY, MARCH 22, 2011, 5:30 P.M.  
FIRST FLOOR CONFERENCE ROOM**

**MEMBERS PRESENT:**

Fran Marincola  
Alan Kornblau  
Bruce Gimmy  
John Gergen  
William Morse  
Mark Krall  
Cecelia Boone  
Peggy Murphy  
Herman Stevens  
Margie Walden

**MEMBERS ABSENT:**

None

**STAFF PRESENT:**

Scott Aronson, Parking Management Specialist

**STAFF ABSENT:**

None

**GUESTS/OTHERS:**

Sonny Russano, Carver's Eatery  
Suzanne Farese, Delray Parking Systems  
John Powers, Sunshine State Parking  
Glenn Abood, Tramonti's Restaurant  
David Manero, Vic & Angelo's Restaurant  
Cary Krevoy, Cugine Grille Restaurant  
Sandra Ramirez, Global Parking Services  
Alejandro Ramirez, Global Parking Services  
Steven Dapuzzo, Salito Restaurant  
Michael Weiner, on behalf of Tramonti's Restaurant  
Ashley Vargo, on behalf of Tramonti's Restaurant

**I. CALL TO ORDER:**

The meeting was called to order by Chairperson, Mr. Fran Marincola, at 5:34 p.m.

**II. ELECTION OF OFFICERS**

Mr. Gergen made a motion to maintain the current Chair, Mr. Fran Marincola, and to appoint Mr. Bruce Gimmy as Vice Chairperson. The motion was seconded Mr. Kornblau and passed unanimously.

**III. APPROVAL OF AGENDA:**

Mr. Kornblau made a motion to approve the agenda, seconded by Ms. Boone. Said motion passed unanimously.

**IV. APPROVAL OF MINUTES:**

Ms. Walden made a motion to approve the minutes of January 22, 2011, seconded by Mr. Gimmy. Said motion passed unanimously.

**V. OLD BUSINESS**

Mr. Aronson advised that the request from Champagne Wishes Investment LLC for the purchase of one In Lieu parking space was not presented to the Community Redevelopment Agency or the Downtown Development Agency and will be presented to the City Commission on April 5, 2011. The request from Pineapple Groove to establish a valet parking queue in the Railroad Parking Lot was approved and the request from Café De France for the purchase of one (1) In Lieu parking space was also approved.

**VI. NEW BUSINESS:**

**A. Recommend Approval of A City Initiated Text Amendment Modifying In-Lieu Parking Fees In Accordance With The Expanded Pineapple Grove Main Street Area Boundary**

Mr. Aronson referenced the map provided showing the Pineapple Grove Main Street area boundary expansion to encompass the area immediately adjacent to the north and east side of the FEC Railroad Tracks. The expansion was formerly included in Area 2 of the In-Lieu Program where prices are \$15,600 per space. Area 3, the Pineapple Grove Main Street/Old School Square Historic Arts District requires a lower fee of \$7,800 maintained as a development incentive.

Mr. Krall advised that the request was approved by Planning & Zoning Board..

Ms. Boone made a motion to approve the proposed text amendment, seconded by Mr. Kornblau. Said motion passed unanimously.

**B. Review Requests From Various Interests For The Re-establishment Of The Form Kyoto Sushi Valet Queue located On NE 2<sup>nd</sup> (Pineapple Grove Way)**

Mr. Marincola noted that the first application was submitted by Mr. Michael Weiner.

Mr. Aronson recommended following the order in which the applications were received.

Mr. Weiner, representing Tramonti's, stated that he objects to the procedure being followed. He then asked that the inverse order be followed.

Mr. Aronson stated that the City has never had more than one applicant requesting a particular valet queue. Considering the queue had been available for several years and was offered to his client during his previous requests to establish a queue on the north side of the 100 block of East

Atlantic Avenue staff felt it equitable to allow all interested parties the opportunity to make a presentation to the Board for a recommendation..

Ms. Farese stated she represents Carver's Eatery, City Oyster and Shank's Restaurant. The parking lot that will be used for valet service is located at 333 NE 2<sup>nd</sup> Street. The cost for customers who dine at the participating restaurants mentioned to valet park will be \$5.00 and the cost to others will be \$10.00. Ms. Farese noted that there is no parking in close proximity to City Oyster and the neighborhood businesses unlike other businesses areas downtown that already have parking queues.

Mr. Marincola stated that the businesses do not have their own valet queues. However, they utilize the queues that are in close proximity. He then asked if the applicant would be willing to open in the afternoon for experimental purposes.

Ms. Farese stated that she would be willing to open in the afternoons.

Mr. Aronson explained that parking agreement can only be designated to one restaurant.

Mr. Russano stated that he will be operating Carver's Eatery, formerly known as Rita's. He expressed his concern regarding parking. He stated that there is no parking for the restaurant which is one of the reasons the prior restaurant was unsuccessful.

Ms. Boone asked if it made a difference whether or not the valet queue belonged to another restaurant.

Mr. Russano stated that he just needs parking.

Ms. Farese stated that she solicited businesses in regards to parking and does not feel that she should have to give up these businesses to another company.

Mr. Marincola asked about the available parking spaces to be used for the valet services.

Ms. Farese advised that there are forty-four parking spaces located in the area of Fourth Avenue and NE 1<sup>st</sup> Street approximately two and a half blocks from the restaurant. She also spoke of another parking facility that has been acquired about a half block away.

Mr. Dapuzzo stated that he was sought out by Global Parking Services. As a business owner he needs to ensure that the valet service is handled in a professional manner to best service the customers. He is the closest restaurant to the valet stand and feels the he will be able to react quickly if necessary. Global Parking Systems currently have eighty parking spaces available for valet parking.

Ms. Ramirez explained the route the valet attendant would take to reach the parking area. She stated that they have acquired two lots that can service eighty automobiles. She also spoke of the uniforms that employees are required to wear. The charge to park cars will be \$5.00 per vehicle during the week and \$10.00 on the weekends. They will utilize golf carts during City events and during private parties at the restaurant.

Mr. Marincola asked if the restaurant owner would validate for another restaurant if they are offered spaces.

Mr. Dapuzzo stated he would make the arrangement with the other business owner.

Mr. Marincola asked if he would allow another restaurant to use his parking spaces.

Mr. Dapuzzo stated that the spaces are not his go give. However, he would if the spaces were his.

Mr. Marincola asked if the restaurant would be open in the afternoons.

Mr. Dapuzzo stated that the restaurant is open in the evenings but will be opening in the afternoons and Sundays.

Ms. Ramirez stated that that Global Parking Services are willing to open in the afternoon.

Mr. Gergen asked if Global Parking Services would validate for another restaurant if parking spaces were contributed.

Ms. Ramirez stated that she would. However, they typically validate for restaurants that they have a contract with.

Ms. Boone stated that the restaurateurs do not have parking spaces of their own to offer.

Mr. Kornblau asked if there are available spaces in the parking garage that can be secured by the valet company.

Mr. Aronson stated that no spaces can be secured/reserved being contractual stipulations tied to public grant money contributing towards building the facility.

Mr. Kornblau asked about a hotel that will be built across from the parking garage in the near future.

Mr. Aronson stated that the site has a thirty space credit in parking garage based upon the Land Development Regulations.

Ms. Walden asked why no one wanted the valet queue prior to now and who made the offer to Tramonti's.

Mr. Marincola explained that Tramonti's originally requested a valet queue in front of their restaurant on Atlantic Avenue. The City's position was that no more queues were allowed on Atlantic Avenue. During deliberations the queue was offered and it was not accepted.

Mr. Weiner noted that the two applications were presented by the parking valet companies on behalf of the restaurants. He is speaking on behalf of the business owner and restaurant. The restaurants authorizing the valet parking company to make the presentation are not open as of yet. He mentioned that there is switching of parking lots to be used. Tramonti's will open in the afternoons and has already signed a lease agreement for its parking spaces. Other requests by

restaurants with less spaces have been approved in the past. Parking valet companies change and it's not known when one leaves. Tramonti's submitted an application in the past which was not approved. The application then had to be reconsidered. Some valet queues are charging customers \$20.00 per vehicle which is partly the reason for the present application. The parking lot that will be used has twenty-one parking spaces but will fit twenty-eight cars. The Staff Report states that there are certain criteria to be considered. However, the criteria have not applied before. Mr. Weiner then mentioned a change in policy that he feels is improper. Global Parking Services do not have a signed parking agreement. The Delray Parking System agreement has switched lots. Valet queues are not for the purpose of extracting money from parking and should be awarded to a business owner who has established himself and will police his valet queue. The Staff Report mentioned Policy #C-21 of the Comprehensive Plan that states innovative parking needs in the Central Business District should be encouraged. A valet queue managed by Tramonti's will be just as innovative as the others. If there is a desire to incorporate additional valet parking spaces into the system, it can be done by looking into obtaining additional valet queue spaces possibly in Pineapple Grove. If the submittal of late applications is to protect the location then the request is not for the public good. Mr. Weiner state spoke of the travel routes stating that his location is only fifty feet away where Global Parking Services is several blocks away. Delray Parking Systems is almost one thousand feet away and workers are required to travel over railroad tracks, thus increasing liability. Golf carts will also be used to cross over the tracks. Mr. Weiner feels that granting the queue to Tramonti's will free public parking resources and the business owner will take responsibility for the parking queue. There is no speculation as to the success or failure of the restaurant and the lot has already been secured. There are no safety issues, the lot is fifty feet away and is not required to cross railroad tracks.

Mr. Marincola stated there have not been any changes in the policy.

Mr. Weiner stated that the fact that two applications were considered that were made by valet parking companies was viewed by him as a possible change of the City's policy.

Mr. Marincola stated that the policy or criteria has not changed and that the application process was done in this manner in fairness.

Mr. Aronson addressed some inaccurate statements made by Mr. Weiner advising that there is no policy to address multiple applications for a particular parking queue simultaneously. Tramonti's was offered the parking queue on more than one occasion and it did not serve their purpose at that time. A Consent of Assignment Form is processed for the transition of parking queues when restaurants change hands keeping staff apprised of who operates the queues. The License Agreements can be renewed by the City Manager. Procedure dictates when policy is lacking in addressing an issue a particular request, the City tries to stay consistent with similar rules that are in place. An agent is permitted to act on behalf of an applicant and the definition of an agent is not restricted to an, attorney, architect, engineer or parking operator.

Mr. Weiner stated that the City has kept closer control when a restaurant is sold. The question is whether or not the parking queue belongs to the valet company.

Mr. Aronson stated that the parking queue belongs to the City.

Mr. Marincola advised that the parking queue belongs to the City under the control of the restaurant. That has been the policy and the City has not veered from that policy.

Mr. Stevens asked that the other applicants be given an opportunity for rebuttal.

At this time, staff and members discussed when the applications were submitted.

Ms. Boone wanted to know the valet company that will be parking for Tramonti's.

Mr. Powers stated that Sunshine State Parking will be providing parking services for Tramonti's.

Mr. Marincola wanted to know the charge per vehicle for parking.

Mr. Powers stated that the cost is yet to be determined.

Mr. Marincola asked if Tramonti's is willing to open in the afternoons. He also asked if the restaurateur will charge \$5.00 and \$10.00.

Mr. Glenn Abood stated that he is willing to open in the afternoons and willing to charge \$5.00 and \$10.00.

Mr. Marincola asked if he would validate for another restaurant.

Mr. Abood stated the he would work with his neighbor.

Ms. Boone asked who owned the parking spaces.

Mr. Aronson explained that Billy Himmelrich of BHDH, LLC. was the owner of the spaces which were provided through a land exchange for property required to accommodate the OSS Garage and Park.

Ms. Boone suggested the applicants combining their spaces.

Mr. Weiner stated that the parking companies have to commit to an agreement with a restaurant. Tramonti's has already secured a lease and has the parking spaces.

Mr. Gimmy suggested the Board consider obtaining one valet company to park for the entire street.

Ms. Walden asked Mr. Weiner why Tramonti's signed a lease without approval.

Mr. Marincola stated that the price for parking is more feasible if the valet queue is operated by the restaurant. Valet companies are in business to make money and may raise the cost of parking. He went on to speak about new pricing, sharing of valet queues and a validation process included in proposed agreements.

Mr. Aronson advised that the greatest benefit of the program is requirement to secure private lots affectively increasing the municipal parking pool. He added that Staff is revising the agreements

to provide for price caps and validation program to be offered to neighboring restaurants if certain criteria are met. He went on to say that the current agreement does not require the restaurateur to hire a valet company as long as the appropriate insurances are obtained. The valet queues are not contracted to the valet companies due to their portability. It would be wise for the restaurateur to have the parking in their name in case, for whatever reason, the valet company discontinues servicing the queue rendering the agreement useless. These scenarios are not addressed in the current agreement.

Ms. Murphy noted a concern with Global's proposed route of travel using the alley system, which is often times blocked by delivery trucks parking in the alleyway in the area of Bru's Room.

Mr. Weiner stated that the spaces will be open during the day and the volume of traffic is different. He noted that the routes that travel across the tracks onto Railroad Avenue will be an issue. He feels that the route used by Tramonti's will have the least traffic impact.

Mr. Kornblau asked about the entrance and egress of the lot.

Mr. Weiner stated that the lot is fairly long bordering on the alleyway. The cars can be backed in or pulled out. It is a two way street.

At this time, there was discussion regarding the routes that will be taken to the parking spaces.

Mr. Gergen felt it premature for Mr. Weiner to sign a lease prior to getting his request approved.

Mr. Weiner stated that the policy states that to obtain approval one has to have a signed agreement.

Mr. Aronson stated that his presumption was not accurate.

Mr. Aronson asked Mr. Weiner what has changed from 2009 that the queue now serves his client's needs, which was not the case when previously offered.

Mr. Weiner stated he wanted a queue in front of Tramonti's but the request was not approved. Valet companies are increasing their prices, the restaurant decided to take on the responsibility of the queue.

Mr. Kornblau request that the cost of parking be stipulated in the motion.

Mr. Marincola suggested that afternoon hours of operation are included in the motion.

Mr. Aronson stated that any conflicting changes that staff that may be made to the agreements will override recommendations made by the Board members.

Ms. Farese stated that she has been in business since the year 1991. She was unaware that a representative of the restaurant had to be present. She is speaking on behalf of the restaurant.

Mr. Aronson advised the Board that Ms. Farese is able to speak on the restaurant's behalf.

Ms. Farese asked why the valet queue was not offered to City Oyster in the past.

Mr. Aronson stated that City Oyster did not request a valet queue.

Ms. Farese stated that City Oyster has been a resultant on Atlantic Avenue for some time. She also noted that she has acquired parking. However, she did not sign a lease agreement being that the request has not yet been approved.

Mr. Dapuzzo wants to ensure that the cost of the valet is exactly what is agreed upon. He also wants to ensure that there is enough parking to accommodate the consumers.

Mr. Thomas Ferese stated that he is a property owner and business man in Delray Beach. He noted that the alleyway has consistent traffic of delivery vehicles at all times during the day.

Mr. Marincola feels that the route to the valet queue from Tramonti's is most feasible. During the daytime there will be no need for more than twenty-one parking spaces. It would be beneficial if Tramonti's validates for Salita Delray. Mr. Marincola stated that Rita's would have to obtain a change of use.

Mr. Russano stated that only a change of name is required. There is no need for a change of use.

Mr. Marincola stated that the change of use is controversial as Rita's is a retail establishment.

Ms. Walden feels that the cost for valet parking should be the decision of the consumer. However, an enormous fee is not beneficial. She would like to see the restaurateurs work together.

Mr. Marincola noted that any stipulations included in the motion will be overridden when the new agreements are written.

Ms. Boone disclosed that she negotiated a lease agreement for Ocean City Properties which included Solita Delray and would not be able to vote on this matter. She then suggested that the closest restaurant to the valet queue gets the approval as long as they agree to work with the neighboring businesses. Ms. Boone mentioned that the parking company that charged an enormous amount for valet service is Sunshine State Parking, who is working with Mr. Weiner.

Mr. Powers stated that in 1998 the cost for valet service was \$3.00 at Thirty-Two East. It was raised to \$4.00 then \$5.00 due to the back end cost to operate the valet company. He noted that he does not know of a restaurant that will subsidize the costs of operating a valet queue. However, this agreement is with a restaurant and not with the valet queue. The price is fixed at \$5.00 and \$10.00.

Mr. Stevens asked for Staff's input.

Mr. Aronson stated that there is merit and detriment in each presentation. He then said that it was envisioned that the businesses would work together and share parking spaces.

Mr. Marincola noted that the restaurateurs have stated that they will validate for each other.

Ms. Boone stated that the restaurateurs cannot share spaces because they belong to the valet companies. She suggested that the approval goes to the Solita Delray because they have more spaces.

Mr. Weiner stated that he wants quality assurance and feels that Tramonti's can do the best job managing the valet queue.

Ms. Murphy stated that Tramonti's is close in proximity to the parking spaces. However, she is not in favor of the route that will be used. Global Parking Systems should not utilize the alleyway on their return trip because of the traffic in that area.

Mr. Marincola asked Ms. Farese the proximity of her parking lot to the valet queue.

Ms. Farese stated that the first lot is located NE 2<sup>nd</sup> Street and is very close in proximity to the second lot.

Mr. Krall is not in favor of Railroad Avenue being a route for valet service. He stated that people utilize the Hands Parking Lot to visit neighborhood restaurants, as well as, stroll down Rail Road Avenue because they do not realize that it is a street. He went on to state that Tramonti's is in close proximity and makes the most sense. In addition, their application was submitted first and should be considered.

Ms. Walden made a motion to grant the valet parking queue to Tramonti's with a strong recommendation to maintain \$5.00 to \$10.00 fees, Railroad Avenue and the service alley avoided, and that all three applicants work together so that the restaurants can be accommodated with validation. The motion was seconded by Mr. Gimmy and passed 8-2. Ms. Murphy dissented and Ms. Boone abstained due to a conflict of interest.

### **C. Review A Request From David Manero To Assume The Valet Parking License Agreement Currently Held BY Cugini Grille**

Mr. Aronson advised that Mr. Manero has provided a formal request to have the City terminate its Valet Parking License Agreement with Cugini Grill and transfer the agreement to him for Vic Angelo's Restaurant. There has been discussion about pricing which will be addressed by the City and should not become a negative impact to Delray Beach. Mandatory validation between neighboring businesses will be addressed in the new agreement. Cugini Grill has met all the requirements of the agreement and has been cooperative in correcting minor operational issues when called upon to do so. Until such time that the agreement is not met, staff cannot recommend changing the valet queue.

Mr. Marincola stated that \$15.00 for valet service is distasteful. However, he is in agreement with staff.

Mr. Morse feels that the valet company should charge slightly more because they are in the vicinity of the parking garage. However, \$15.00 is too much of an increase.

Mr. Marincola stated that he disagrees as he would like to have valet parking less expensive to consumers.

Mr. Aronson noted that Mr. Manero advised that he has had some occasions of rude behavior which has been addressed. However, Cugini Grill has been in compliance with their lease.

Ms. Murphy asked the date of renewal of the agreement.

Mr. Aronson stated that the agreements are currently on a month to month lease while review of the parking study commenced. He also mentioned a citizen alleging an incident of price gouging. However, it was discovered that the price for services is advertised on the booth signage.

Mr. Kornblau asked if the Board can recommend that Cugini Grill change their valet price to \$5.00 and \$10.00.

Mr. Aronson stated that would be an inappropriate request by the Board.

Mr. Krevoy stated that he worked with Mr. Manero and charged \$5.00 for valet service for his customers but was never compensated. He was never asked by Mr. Manero about validation. He feels that the valet queue should charge more of a premium being that they are located at the busiest four corners of Atlantic Avenue.

Ms. Boone asked Mr. Krevoy how many spaces he had available for valet parking.

Mr. Krevoy stated that there are fifty-nine spaces. However, twenty-two are obligated to the landlord of the lot and are not used for parking. Fifteen spaces are sometimes available at nighttime if the tenants are not there. Mr. Manero stated that he would be willing to lose money by charging \$5.00 per vehicle for valet parking.

Ms. Walden asked for staff's recommendation.

Mr. Aronson advised that staff does not recommend changing ownership of the valet queue until such time is warranted.

Ms. Boone made a motion to accept staff's recommendation of denial to reassign the Valet Parking License Agreement currently held by Cugini Grill. The motion was seconded by Mr. Stevens and passed 10-0.

#### **D. Parking Study Implementation – Distribution of Workbooks and Update**

Board members and staff spoke about the working group and the order in which the recommendations will be brought forward.

### **VI. COMMITTEE REPORTS ON PARKING RELATED ISSUES:**

Board members presented a brief status report of items taking place on their respective Boards. Members agreed due to agendas and minutes available from the Board, there was no need for detailed minutes on this agenda item.

**VII. NON-AGENDA ITEMS:**

**A. Comments by Board Members**

None

**B. Comments by Citizens**

None

**C. Comments by Staff**

None

There being no further business, Chairperson, Mr. Marincola, declared the meeting adjourned at 8:26 p.m.

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Venice Cobb, Executive Assistant/Board Liaison

The undersigned is the Secretary of the Parking Management Advisory Board and the information provided herein is the minutes of the meeting of said Parking Management Advisory Board on March 22, 2011, which minutes were formally approved and adopted by the Board on

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Venice Cobb, Executive Assistant/Board Liaison

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S/City Clerk/Boards/Parking Management Board/minutes