

CITY OF MANHATTAN BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: Parking and Public Improvements Commission
FROM: Erik Zandvliet, Traffic Engineer
DATE: June 11, 2015
SUBJECT: Consider Expansion of Downtown Valet Services and Locations

BACKGROUND:

The Downtown Valet Parking Program has been in operation for approximately 15 years. The Program was initiated in 1999 soon after the Downtown Business Improvement District was formed. Several valet drop-off locations have been used, however not more than three locations have been active at any one time. Various modifications have been made to the Program through a series of Coastal Development Permits and agreement terms. A summary of the Program's history is attached as Exhibit 1.

The 2008 Downtown Parking Management Plan supported the continued use of a valet to maximize the utilization of private parking spaces. The Plan recommended all-day valet service for restaurants, subject to private parking availability.

In Spring 2015, the Urban Land Institute's (ULI) Advisory Services assembled a professional panel to conduct an comprehensive assessment of Downtown to help the City formulate a strategic vision for the next 20 years. One of the ULI Report's recommendations is to expand the valet hours and days, as well as to add valet drop-off locations, particularly near restaurants of a certain size, to benefit all residents, visitors and customers.

On June 1, 2015, the DBPA requested approval of two additional valet drop-off locations and expansion of the valet operating hours. This report describes the previous and current valet operation and analyzes the proposed changes as requested by the DBPA.

DISCUSSION:

Current Conditions

The Downtown Valet Parking Program has been in operation for approximately 15 years. There is a joint agreement between the City, DBPA and the valet operator which establishes the terms, conditions and responsibilities to operate a valet operation on City streets (Exhibit 1). The DBPA contracts with Crimson Parking, Inc., separately to provide the valet parking services. The valet company, in turn, contracts with the private parking lot owner, for the use of the parking lots. The Downtown Valet Parking Program operates in compliance with Local Coastal Plan pursuant to Coastal Development Permits (# CA99-17, CA99-41, CA99-41A, and CA01-48) for up to 4 locations in the City.

Over the years, the number of valet drop-off locations has ranged from two to three locations, with a maximum of 16 metered street spaces displaced during valet operations (Exhibit 2). The DBPA and valet operator currently use only two of the approved locations:

1. East side of Manhattan Avenue between Center Place and 12th Street (5 spaces), and
2. West side of Manhattan Avenue between 10th Street and 10th Place (5 spaces)

The valet charge has ranged from \$2.50 for the first hour/\$1.00 per hour thereafter/\$12.50 maximum in 1999 to the current flat rate of \$9.00. The hours of operation have generally remained unchanged, with the exception that Sunday valet operation is not allowed in the current agreement. The current valet operator is Crimson Parking, Inc.

Various off-street valet parking sites have been used during the last 15 years, including Union Bank (400 Manhattan Beach Boulevard), Chase Bank (201 Manhattan Beach Boulevard), Sketchers Office Building (228 Manhattan Beach Boulevard, and Level 3 of Parking Lot #3 (12th Street/Morningside), providing up to 250 parking spaces. The current valet operation uses the Sketchers Office Building (approximately 110 spaces) and the Chase Bank lot (20 spaces), for a total of approximately 130 parking spaces.

It should be noted that a second valet service operates in the Metlox Parking Structure under contract with the Shade Hotel. The valet parking area is on the lower level and is primarily used by hotel patrons.

Proposed Changes

On June 1, 2015 the DBPA submitted a request to expand the Downtown Valet Parking Program (Exhibit 3). It is requesting the addition of two new valet drop-off locations:

1. North side of Manhattan Beach Boulevard between Ocean Drive and Manhattan Avenue
2. West side of Manhattan Avenue between 9th Street and 9th Place

Both locations are within the appealable area of the Coastal Zone. If recommended, the City Council would need to pass a resolution approving a Coastal Development Permit for the additional valet drop-off locations.

The DPBA is also requesting additional changes to general valet operation, as detailed in Exhibit 4. The changes include daytime hours on Saturday and Sundays, valet service on all days at three locations and an increase in valet rates. They are also requesting clarification in the agreement to waive the required parking meter reimbursement fee for those holidays and special events during which the valet does NOT operate.

The City Traffic Engineer is generally supportive of the proposed changes, since the valet service leverages underutilized private parking spaces for use by the general public. It will provide some relief for the public parking lots and street spaces by increasing the overall parking supply available to the public. The private parking lots are typically not used during the proposed valet hours, so parking would not be displaced. The current policy to prohibit preferential use of the valet by certain businesses or patrons should be maintained in order to provide equal access by the public in the Coastal Zone.

The valet service currently occupies 10 metered street spaces at the drop-off locations that are not usable by the public during valet times. If both proposed drop-off locations are approved, the

number of unusable metered spaces would increase from 10 to 18 spaces. Based on 130 private parking spaces currently available to the valet service, the existing 13 to 1 parking ratio benefit would fall to 7.2 to 1 when 18 public spaces are used to fill the same 130 private spaces. This also means that the valet service may have to close down sooner when all private spaces become fully occupied. Therefore, the City Traffic Engineer recommends the valet operator finding additional private parking locations as demand increases, such as the Union Bank and Bank of America, so the valet does not have to turn away customers.

Staff is requesting that the Commission discuss the advantages and disadvantages of the proposed changes to the valet operation and additional locations, and make a recommendation to approve certain changes to the City Council for inclusion in a Coastal Development Permit and revised Valet Parking Agreement between the City, DBPA and the valet operator.

In preparation for this Commission's public meeting, Staff has invited participation from a variety of stakeholders through various methods, including:

- Hand-delivered notices to adjacent property owners, businesses and residents;
- Notices sent to Downtown Business and Professional Association (DBPA);
- Special Meeting Notices posted in approved locations; and
- City Website Announcement.

RECOMMENDATION:

It is recommended that the Commission discuss the proposed changes to the Downtown Valet Parking Program, and make a recommendation for the City Council to approve a Coastal Development Permit and revised Valet Parking Agreement between the City, DBPA and the valet operator to reflect certain modifications.

Exhibits

1. Chronology of Downtown Valet Parking Program
2. Existing Valet Parking Agreement
3. Existing and Proposed Valet Drop-off Locations Exhibit
4. June 1, 2015 DBPA Letter with Attachments
5. Table of Proposed Valet Parking Program Changes
6. Public Correspondence

Exhibit 1
CHRONOLOGY OF DOWNTOWN VALET PARKING PROGRAM
1999 TO 2015

DATE	DOCUMENT	DESCRIPTION	LOCATIONS	HOURS
May 18, 1999	Coastal Dev. Permit CA 99-17	City Council established valet program at two locations. A third location was not approved.	A. North side of Manhattan Beach Bl. east of Morningside Dr. B. East side of Manhattan Ave. between Center Dr. and 12 th St.	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
October 28, 1999	PPIC Recommendation	PPIC considered DBPA Request for additional location	C. <u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (Or west side of Manhattan Ave. between 8 th Pl. and 9 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
November 16, 1999	Coastal Dev. Permit CA 99-41	City Council approved new valet location in appealable area.	C. <u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (Or west side of Manhattan Ave. between 8 th Pl. and 9 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
	Coastal Dev. Permit CA 99-41A	City Council approved new valet location in Non-appealable area.	D. <u>East</u> side of Manhattan Ave. between 8 th St. and 9 th St. (Or east side of Manhattan Ave. between 9 th St. and 10 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
April 13, 2000	Final Decision	California Coastal Commission (CCC) considered an appeal of Permit No. CA99-41	C. <u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. East side of Manhattan Ave. between 9th St. and 10th St. (Conditions: Non-preferential rates, Open to general public)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
February 7, 2002	PPIC Recommendation	PPIC considered DBPA request to relocate valet location	A. North side of Manhattan Beach Bl. east of Morningside Dr. westerly to between Highland Ave. and Morningside Dr.	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
April 2, 2002	Resolution No. 5737, CA01-48	City Council approved DBPA request to relocate valet location	A. North side of Manhattan Beach Bl. east of Morningside Dr. westerly to between Highland Ave. and Morningside Dr.	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
April 20, 2004	City Council Approval	City Council reviewed a 2004-2005 Work Plan item for Downtown Valet Program	A. North side of Manhattan Beach Bl. between Highland Ave. and Morningside Dr.	May-Sept. Thurs-Fri 6pm-12MN Sat-Sun 6pm-12MN
			B. East side of Manhattan Ave. between Center Dr. and 12 th St.	All Year Thurs-Fri 6pm-12MN Sat-Sun 6pm-12MN
			C. West side of Manhattan Ave. between 10 th St. and 11 th St.	All Year Tues-Fri 6pm-12MN Sat-Sun 6pm-12MN
October 20, 2013	Parking Agreement	City Manager executed agreement for valet services on City streets	B. East side of Manhattan Ave. between Center Dr. and 12 th St. C. <u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St.	All Year Thurs-Sat 6pm-12MN
June 1, 2015	PPIC Recommendation	PPIC considers DBPA request to extend hours and add locations	B. East side of Manhattan Ave. between Center Dr. and 12 th St.	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN Sun 11am-10pm
			C. West side of Manhattan Ave. between 10 th St. and 11 th St.	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN
			E. North side of Manhattan Beach Bl. between Ocean Dr. and Manhattan Ave.	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN Sun 11am-10pm
			F. West side of Manhattan Ave. between 9th St. and 10th Pl.	Mon-Fri 6pm-12 MN Sat 6pm-12 MN Sun 6pm-10pm

VALET PARKING AGREEMENT

THIS AGREEMENT is made this 20th day of October, 2013 between the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), the DOWNTOWN MANHATTAN BEACH BUSINESS & PROFESSIONAL ASSOCIATION, ("Association"), and CRIMSON PARKING, INC. ("Operator").

RECITALS

- A. City is a public entity and the owner of certain right of way property in the downtown district of Manhattan Beach;
- B. Association seeks to obtain a valet parking service that would use the public right of way for pick-up, drop-off and movement of the vehicles to be parked;
- C. Operator is engaged in the business of providing valet parking services.
- D. The parties mutually desire to enter into an agreement by which, for adequate consideration payable to City and Association, the Operator is given a revocable license to use the public right of way to operate its valet parking business;

NOW, THEREFORE, City, Association and Operator agree as follows:

1. License Granted

For the consideration provided for herein City hereby grants to Operator a revocable, non-exclusive, license as follows:

(a) to use the public right of way to conduct a valet parking business which entails moving cars to and from pick-up/drop-off points and parking spaces;

(b) to establish a valet station consisting of approximately 4 parking spaces on Manhattan Avenue at 10th Street in front of 1017-1025 Manhattan Avenue to be operated Wednesday through Saturday 6:00 P.M. to midnight and for 52 weeks a year, with the understanding that during hours of operation, the valet station will displace metered parking;

(c) to establish a valet station consisting of approximately 5 parking spaces on Manhattan Avenue at 12th Street in front of 1142 Manhattan Avenue to be operated Wednesday through Saturday 6:00 P.M. for 52 weeks a year, with the understanding that during hours of operation, the valet station will displace metered parking;

(d) Operator shall be permitted to charge for valet services provided in accordance with the rate schedule mutually agreed upon by Association and Operator. The initial rate will be \$8.00 per vehicle. Any changes to the rate shall be approved by the City in writing.

2. Valet Parking Services; Operator's Obligations

(a) Operator will provide valet parking services at the "Stations" set forth in Exhibit A, attached hereto and incorporated by this reference.

(b) Operator will comply with all "Valet Parking Program Procedures and Conditions" set forth in Exhibit A as to each Station identified in Exhibit A.

(c) The Association hereby acknowledges that Operator has or will enter into agreements with SKECHERS USA for the use of certain private parking facilities in connection with the Downtown Manhattan Beach Valet Parking Program (hereafter, the "Private Parking Agreements"). As a condition of this Agreement, Operator agrees to provide the Association true and correct copies of the Private Parking Agreements. This provision shall apply to any subsequent Private Parking Agreement into which Operator enters with a party other than specified above.

(d) Operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement. Operator further agrees that for all personnel who perform the services as a valet pursuant to this Agreement, such persons will be uniformed in a manner satisfactory to the Association and shall refrain from smoking while on duty.

(e) Operator will maintain in good condition all drop off Stations identified in Exhibit A and keep such Stations free of debris.

(f) Operator will obtain all necessary City, State, and Governmental licenses and approvals of any kind or character required for it to provide the services provided by this Agreement, and further agrees to provide copies of such licenses and approvals to the Association within ten (10) days of the Association's request for the same.

(g) Operator agrees to abide by any rules subsequently imposed by City as to the manner in which the Downtown Manhattan Beach Valet Parking Program is to be operated of which Operator has received written notice from the Association. It is hereby agreed by Operator that any such rules that are subsequently imposed by the City as to the operation of the Downtown Manhattan Beach Valet Parking Program shall become part of this Agreement and subject to all other terms and conditions provided herein.

(h) Operator agrees to maintain the following types of insurance coverage and limits provided below:

(1) **Commercial General Liability Insurance:** A policy for occurrence coverage, including all coverage's provided by and to the extent afforded by insurance services office form CG0001 ed. 11/88 or 11/85, with no special limitations affecting the Association. The limit for all coverage's under this policy shall be no less than \$2,000,000 per occurrence. The Association and the City of Manhattan Beach, their employees, officials

and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the Association with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by the Association. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed by the Operator under this Agreement. Operator further agrees to submit to the City of Manhattan Beach an endorsement form executed by the applicable insurance underwriters and in a form approved by the City's Risk Manager.

(2) **Commercial Auto Liability Insurance:** A policy including all coverage's provided by and to the extent afforded by Insurance Services Office Form CA0001, ed. 12/93, including Symbol 1 (any auto) no special limitations affecting the Association. The limit for bodily injury and property damage liability shall be no less than One Million Dollars (\$1,000,000) per accident. The Association and the City of Manhattan Beach, their employees, officials and agents, shall be added as additional insured's by endorsement to the policy. The insurer shall agree to provide the Association with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by the Association. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed by the Operator under this Agreement. Operator further agrees to submit to the City of Manhattan Beach an endorsement form executed by the applicable insurance underwriters and in a form approved by the City's Risk Manager.

(3) **Workers Compensation:** A policy, which meets all statutory benefit requirements of the Labor Code, or other applicable law of the State of California. The minimum coverage limits for said insurance shall be no less than One Million Dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of the Association and the waiver of Manhattan Beach.

(4) **Garage Liability:** A policy with a limit not less than \$1,000,000 per incident insuring against loss from fire, theft, explosion or collision. This policy shall include Garage keeper's coverage.

(5) **Other:** The procuring of such required policies of insurance by Operator shall not be construed to limit Operator's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against the Association or the City of Manhattan Beach for payments of premiums or other amounts with respect thereto. Operator shall notify the Association in writing of changes in the insurance requirements. If Operator does not deposit copies of acceptable insurance policies with the Association incorporating such changes within 30 days of receipt of such notice, Operator shall be deemed in default of this Agreement. Any deductibles or self-insured

retentions must be declared to and approved by the Association and City. Any deductible exceeding any amount acceptable to the Association shall be subject to the following changes:

- (i) Either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to the Association and the City of Manhattan Beach, their employees, officials and agents (with additional premium, if any, to be paid by Operator); or
 - (ii) Operator shall provide satisfactory financial guaranty for payment of losses and relative investigations, claim administration, and defense expenses to the Association.
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- (i) Operator agrees to not engage in any act(s), which may result in a cancellation of the insurance coverage's provided above.
 - (j) Operator will place directional and informational valet parking signage at each of the Stations identified in Exhibit A and will properly maintain such signage. All signage must first be pre-approved by the Association before placement at the Stations.
 - (k) Operator shall maintain all books and records in accordance with generally accepted accounting practices. The Association and the City shall have the right to inspect all books and records maintained by Operator as to the revenue it receives from the services it provides under this Agreement.

3. Ownership

This Agreement conveys no ownership interest to Association or Operator. City shall retain ownership of the licensed property. City is free to license, assign, sell or otherwise dispose of its rights in said property.

4. Compensation

In consideration for the rights granted to it under this Agreement, Operator agrees to pay the City the sum of \$585.00 per month, on the 1st day of each month starting November 1, 2013 ("Parking Meter Fee"). Currently, the City parking meter rate is set at \$1.25 per hour and parking meters are enforced 8am to 9pm. If the City changes its parking meter rates and/or enforcement times, the City may increase the Parking Meter Fee paid by the Operator to the City. Operator agrees to pay the monthly amount required by the City, as based on adjusted parking meter rates and/or enforcement times.

5. Association's Obligations

The Association shall serve as a liaison between the Operator and the City to ensure Operator's compliance with the Valet Parking Program Procedures & Conditions contained in Exhibit A to this Agreement.

6. Term and Termination

This Agreement shall be for a term of three years beginning on October 20, 2013 and ending at 12:00 midnight on October 20, 2016, unless sooner terminated by City or Association.

(a) Operator's failure to comply with any of the terms and conditions of this Agreement shall be cause for the City or Association to immediately terminate this Agreement. Upon the occurrence of such default by Operator, the Association may, at its option, grant to Operator a 10 day period within which to cure such default. Should this option to cure be granted to Operator by the Association or City, whether the default has been cured shall be left to the sole determination and discretion of the Association.

(b) The parties may terminate this Agreement for any cause upon providing the other parties with 30 days' written notice of the same.

7. Independent Contractor

Operator agrees that it is an independent contractor and that it is solely responsible for any and all City, State and Federal tax withholdings for any and all monies it receives in its performance of its obligations under this Agreement and agrees to fully indemnify and hold harmless the City and Association as to any claims made by any Municipal, State and Federal agencies concerning tax withholdings. It is further understood by Operator that this Agreement does not create a joint venture, partnership or similar relationship between it and the City or Association.

8. Notice

A notice, demand, request, consent, approval or communication that any party is required to give the other or to any other person or entity pursuant to this Agreement shall be in writing, and either served personally or sent by registered or certified U.S. Mail, Return Receipt Requested at the following addresses:

(a) As to the Association, the notice shall be addressed to:

The Downtown Manhattan Beach Business & Professional Association
Attn: Mary Anne Gabriel-Vami
P.O. Box 3298
Manhattan Beach, CA 90266

(b) As to Operator, the notice shall be addressed to:

Crimson Parking, Inc.
5663 Balboa Avenue, #456
San Diego, CA 92111

(c) As to City, the notice shall be addressed to:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: City Manager

(With a copy to): City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

(d) Should the mailing address of one of the parties change, such party must notify the others of the same in writing within 10 days of the date of the address change.

(e) All required notices issued pursuant to this Agreement shall be presumed communicated within 48 hours from the date of deposit in the U.S. Mail, except for those occurrences where notices have been personally served with a verified proof of service form evidencing such service.

9. Authorization to Execute

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

10. Indemnification

Operator agrees to indemnify, defend and hold harmless the City and Association and their elective or appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses or damages of any nature, including, but not limited to, attorneys' fees arising out of, or in any way connected with Operator's, or its agents', officers', employees', subcontractors' or independent contractors' performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City or Association, as determined by final arbitration or court decision or by the agreement of the Parties. Operator shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Operator shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of any such insurance do not act as a limitation upon the amount of indemnification to be provided by Operator. All duties of Operator under this Section shall survive termination of this Agreement.

11. Assignment

This Agreement is personal to Operator and may not be assigned to any other person or party without the City and Association's express written consent, which may be withheld for any reason.

12. California Law

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.

13. Miscellaneous

(a) Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior understanding or written or oral agreement(s) between the parties relating to the subject matter hereof. This Agreement may not be modified or any provision waived except by a written instrument signed by a duly authorized officer or representative of each of the parties hereto. No oral explanation or oral information by either of the parties hereto will alter the meaning or interpretation of this Agreement.

(b) City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

(c) No Waiver; Severability. Failure of either party to enforce at any time during the term of this Agreement any provision hereof shall in no way be construed to be a waiver of such provision nor in any way effect the validity of this Agreement. In the event that any provision of this Agreement shall be deemed to be unenforceable by any arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

(d) Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(e) Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

(f) Headings. Headings to paragraphs of this Agreement are for convenience of reference only, and shall not be construed to alter or affect the meaning of any provision of this Agreement.

[Signatures begin next page]

IN WITNESS THEREOF, parties hereto have executed this Agreement on the day and year first shown above.

“CITY”

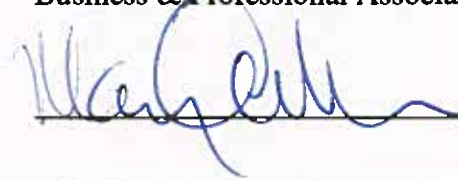
City of Manhattan Beach



DAVID N. CARMANY
City Manager

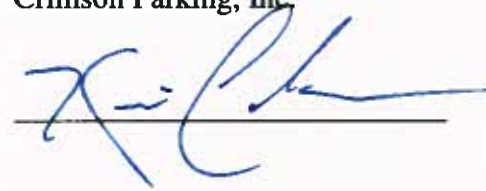
“ASSOCIATION”

Downtown Manhattan Beach
Business & Professional Association




“OPERATOR”

Crimson Parking, Inc.




ATTEST:

 11-5-13

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A

**DOWNTOWN MANHATTAN BEACH
Business & Professional Association**

**Valet Parking Program Procedures & Conditions
for 1142 Manhattan Avenue (at 12th Street)
-STATION A-**

Drop-off Spaces	Only FOUR on-street angled parking spaces are to be used for the valet drop-off location TWO ROWS of cars are acceptable at this drop-off only
Set-up	Someone must be on-site ONE hour before opening to inform vehicle owners of valet drop-off zone
Hours of Operation	Wednesday through Saturday 6 PM to Midnight
Months of Operation	This location is operational YEAR-ROUND
Vehicle Storage/ Key Drop Off	Vehicles left at this location after midnight will be moved to Lot 3 (Top Level), with keys being left at The Kettle (1138 Highland Ave) for pickup. (Enforcement rules apply starting at 8:00 AM)
Basic Rules for Safety	Vehicles must be taken to one of the vehicle storage locations; <u>they cannot be left in the drop-off zone</u> When lots are full, use lot full signs; cars are not to be parked in any public parking spaces or in the drop-off locations Vehicles cannot be parked, cued or stored in posted no parking areas U-turns are illegal and unsafe, and are not to be made
Parking & Traffic Enforcement	The Manhattan Beach Police Department and Parking Enforcement Officers reserve the right to suspend the valet parking service at anytime for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.

DOWNTOWN MANHATTAN BEACH
Business & Professional Association

Valet Parking Program Procedures & Conditions
for 1017 Manhattan Avenue (at 10th Street)
-STATION B-

Drop-off Spaces	Only FIVE angled on-street parking spaces are to be used for the valet drop-off location
Set-up	Someone must be on-site ONE hour before opening to inform vehicle owners of valet drop-off zone
Hours of Operation	Wednesday through Saturday 6 PM to Midnight
Months of Operation	This location is operational YEAR-ROUND.
Vehicle Storage/ Key Drop Off	Vehicles left at this location after midnight will be moved to Lot 3 (Top Level), with keys being left at The Kettle (1138 Highland Ave) for pickup. (Enforcement rules apply starting at 8:00 AM)
Basic Rules for Safety	<p>Vehicles must be taken to one of the vehicle storage locations; they cannot be left in the drop-off zone</p> <p>When lots are full, use lot full signs; cars are not to be parked in any public parking spaces or in the drop-off locations</p> <p>Vehicles cannot be parked, cued or stored in no parking areas</p> <p>U-turns are illegal and unsafe, and are not to be made</p>
Driving Route	<p>Vehicles must be taken to the SKECHERS lot by turning left onto 9th Street, and left onto Bayview Drive</p> <p>Vehicles must be returned by turning left out of the SKECHERS lot onto Bayview Drive, turning right onto 11th Street and turning left onto Manhattan Avenue</p>
Note:	This location is governed by the Coastal Commission and subject to inspection
Parking & Traffic Enforcement	The Manhattan Beach Police Department and Parking Enforcement Officers reserve the right to suspend the valet parking service at anytime for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.



City of Manhattan Beach
Community Development
Traffic Engineering Division

Existing and Proposed Valet Locations
Downtown Manhattan Beach
Exhibit 3



RE: DBPA VALET EXPANSION PLAN

Parking and Public Improvements Commission
Erik Zandvliet, City of Manhattan Beach Traffic Engineer
1400 Highland Avenue
Manhattan Beach, CA 90266

Dear Parking and Public Improvements Commission,

June 1, 2015

The Downtown Manhattan Beach Business and Professionals Association (aka.DBPA) has developed a well thought out proposal to increase the amount of Valet in Downtown Manhattan Beach (aka. DTMB), thus being able to create a minimum of 100 parking spaces in a private garage that would not normally be used by the general public. Although Valet does already exist in DTMB, the DBPA wishes to expand the current offerings to better serve the community, residents, consumers and visitors.

The initial findings of the ULI study completed in January 2015 recommended that all options of parking be explored and that immediate and long-term solutions be identified and implemented. The DBPA Board of Directors greatly appreciates the City Council's and the City Manager's efforts with regards to such and we take the ULI findings very seriously. We feel a responsibility to create solutions, thus the proposal for a Valet Expansion Plan.

Currently, Crimson Parking operates the Valet in DTMB. The current hours of operation are Wednesday- Saturday from 6pm to Midnight. After 4 months of discussion with the DBPA and Crimson we feel it is suitable and realistic to add 2 locations, offer valet every weeknight and offer daytime hours of operation on both Saturday and Sunday. Traditionally, valet has been used to mostly benefit consumers at the restaurants. With the proposed plan we will be able to offer parking solutions for the residents and visitors wishing to enjoy downtown... whether to dine, shop, go to the beach, or to partake in services provided by salons, spas, or other businesses in DTMB.

Attached are many documents, charts, maps and letters of support for your consideration. The DBPA is of course willing to collaborate with the PPIC, Planning Commission, and the Traffic Engineer to create the most effective and safe Valet Plan for DTMB. We greatly appreciate your input.

Sincerely,

Kelly Stroman
Executive Director
Downtown Manhattan Beach Business & Professional Association

VALET

DBPA Valet Expansion Plan 2015

Private Parking Spaces available and currently being used:

Secured

Skechers Garage – 100-115 Spaces currently secured. Operator carries a \$3M umbrella policy to use the garage.

Monday - Friday 6:30 PM - 12:30 AM

Saturday - Sunday 8:00 AM - 12:30 AM

(Once the expansion is approved we will be negotiating an agreement to expand our operating hours to Monday - Friday 6:00 PM start time. We need the support of this expansion to make it financially feasible for us to manage to Skechers garage during the weekday hours, thus giving us access at the 6:00 PM start time)

Chase Bank Parking Lot - 20 Spaces

Monday - Friday 6:00 - 12:30 AM

Saturday 1:00 PM - 12:30 AM

Sunday 11:00 AM - 12:30 AM

Potential expansion:

Bank of America parking lot - 20 Spaces

Monday - Friday 6:00 - 12:30 AM

Saturday 1:00 PM - 12:30 AM

Sunday 11:00 AM - 12:30 AM

- This has been discussed with B of A management, but not implemented as demand has not met the need yet

Other Private spaces:

There is another private garage in DTMB that can fit approximately 20 cars that if need be can be used particularly on weekends. This is not official or contracted yet.

VALET

DBPA Valet Expansion Plan 2015

ROUTE Plan

MB Post-

N. on Man. Ave., Right on 12th, Right on Highland, Right on MBB, left onto Bayview

Fonz's-

S. on Man. Ave., Left on 9th, Left on Bayview

Arthur Js-

S. on Man. Ave., Left on 9th, Left on Bayview

The Strand House-

v.1-U turn at bottom of MBB, cross Man. Ave., right into Bayview alley

v.2 Left on Ocean, left on 11th place (behind Shellback, before the residential areas)... then r. on Manhattan Ave., Left on 9th, Left on Bayview

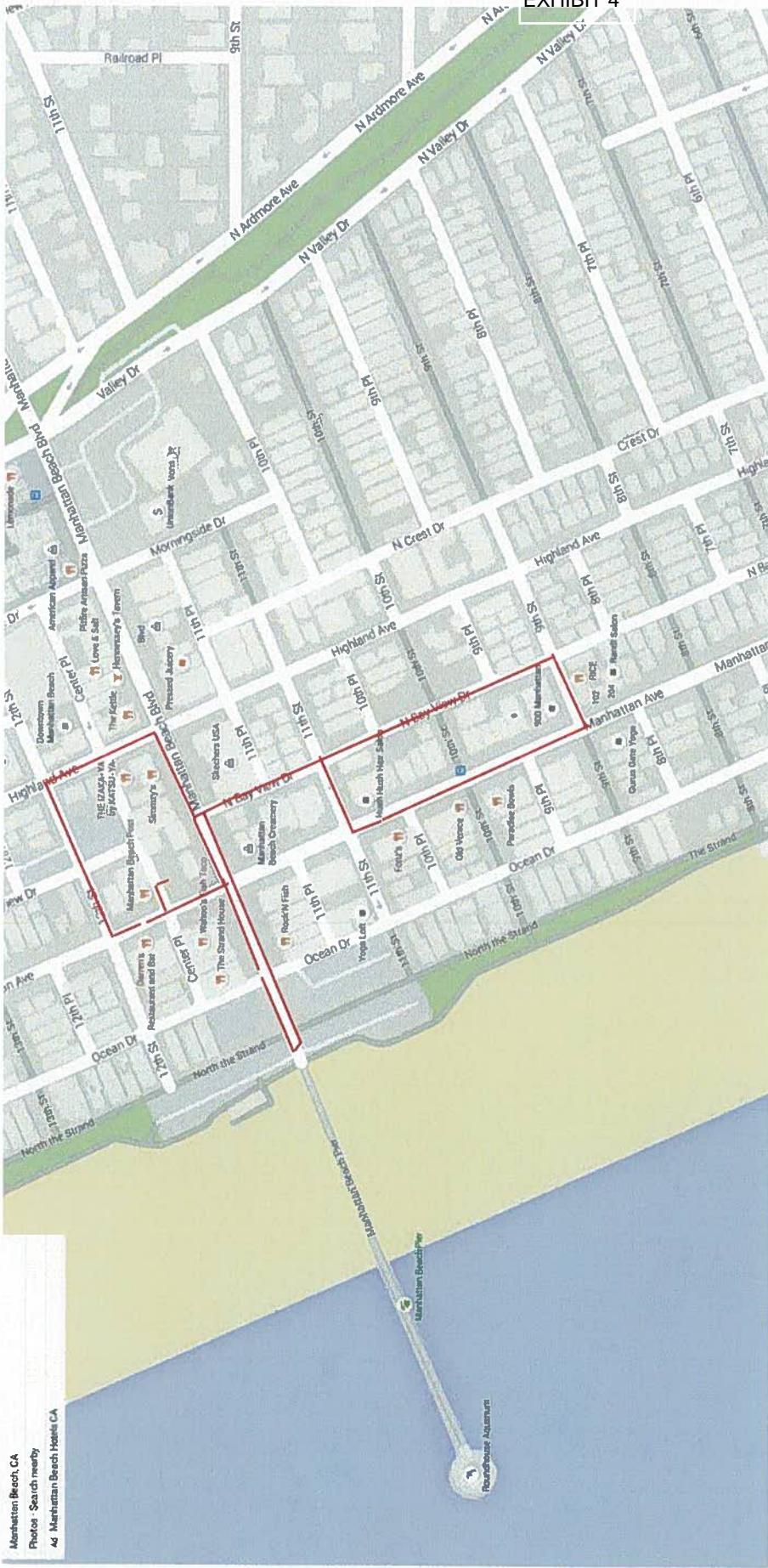


EXHIBIT 4



EXHIBIT 4

**Exhibit 5
Downtown Manhattan Beach
Valet Program
Proposed Changes**

VALET CONDITION	EXISTING	PROPOSED	COMMENTS
MB Post (Location B)	1142 Manhattan Ave.		
Spaces	5	5	Five 2-Hour spaces
Days	Wed – Sat	Everyday	Additional 3 Days
Times	6pm – 12 Midnight	6pm-12 MN Weekdays Noon-12 MN Sat 11am-10pm Sun	Extended weekday and weekend hours
Fonz's (Location C)	1017-1025 Manhattan Ave.		
Spaces	4	5	Four 2-hour, One 24Min spaces
Days	Wed – Sat	Wed - Sat	Same
Times	6pm – 12 Midnight	6pm-12MN Weekdays Noon-12MN Sat	Extended weekend hours
The Strand House (Loc. E)	-	117 Manhattan Beach Bl.	New Location
Spaces	-	4	Four 2-Hour spaces
Days	-	Everyday	
Times	-	6pm-12 MN Weekdays Noon-12MN Sat 11am-10pm Sun	
Arthur J (Location F)	-	902 Manhattan Ave.	New Location
Spaces	-	4	Three 2-hour, One 24Min space
Days	-	Everyday	
Times	-	6pm-12 MN Weekdays 6pm-12MN Sat 6pm-10pm Sun	
OPERATIONS			
Valet Parking Charge	\$9.00	\$11.00	\$2.00 Increase
Parking Locations	Sketchers Office Bldg.	Sketchers Office Bldg. Chase Bank	Increase from 110 to 130 spaces
Off-Street Parking Spaces	110	110+20	130
Special Event Days	N/A	No meter charge at closed locations due to events	Pier-to-Pier, Tour de Pier, 6-Man, AVP/MBO, Pumpkin Race, Holiday Open House, Fireworks.
Holiday Bagging	No meter charge	No meter charge	Establish in Terms & Conditions
Holidays	No meter charge if valet is closed on Holiday	No meter charge if valet is closed on Holiday	Establish in Terms & Conditions

EXHIBIT 6

**PARKING
AND PUBLIC IMPROVEMENTS
COMMISSION**

**Downtown Valet Parking
Program Expansion**

Public Correspondence

June 3 2015

To Whom it May Concern:

As a Manhattan Beach resident living east of Sepulveda (Manhattan Village), I can promise you that a lack/absence of parking – especially during the summer months – is a major deterrent in visiting DTMB. Sure, it's a nice bike ride from my home to downtown, and I do take advantage of that mode of transport. But a bicycle is often impractical when considering, say, a family visit to the beach with all the requisite gear, or after a late night dinner for example.

There are many occasions that require a car, even for the short trip. But the fear of driving around in frustration looking for a parking spot is a major turn-away. I would urge our City planners to take action to expand the City's use of valet parking services to alleviate the problem.

Sincerely,

Ann Rogerson
34 Bermuda Court
Manhattan Beach, CA 90266

From: Mary <j23kelley@aol.com>
Subject: **VL-JUNK** 23rd Street Jewelers
Date: June 3, 2015 at 9:30:53 AM PDT
To: Kelly Stroman <kelly@downtownmanhattanbeach.com>, 23rd Street Jewelers
Manhattan Beach <mb@23rdstreetjewelers.com>, Diane Allen <dallen1984@aol.com>

Dear Kelly,

I am Mary Kelley of 23rd Street Jewelers Inc. We were established in 1981 in Santa Monica, and in 2003 we opened our second store on Manhattan Ave, in downtown Manhattan Beach. As a business owner at 1009 Manhattan Ave, I have seen the issue of parking change dramatically in the past 12 years.

I am very much in favor of additional valet parking, servicing all clients in this area. We are open from 11:00-6:00 Tues thru Saturday. We have extended hours during the holidays, when we will stay open till 8-9 Pm.

My clients are not the tourists who visit Manhattan Beach to walk the Strand, the Pier, and visit our restaurants, and occasionally buy a T Shirt. My client is our local community! We have experienced a decrease in sales annually during the summer months for years. I can also note on any sunny day, my local clients, if they don't have a parking spot, will not come in. The parking problem is my number 1 issue having a business located in downtown.

Clients are very upset when they have an appointment to look at diamonds, or have a custom design request, and they cannot come in. As we are as well. Huge costs involved for us to convert diamond requests into sales! But, we are missing the impulse buyer too.

Additional daytime valet would be helpful, although I am concerned about the congestion at the Alley between Fonzs restaurant and my store. Please consider a \$10.00 fee, this will negate the beach goer, and encourage the higher end local client who can and I believe will pay the fee.

I can be reached at 310 374-9923 if needed.

Thank you,
Best,
Mary Kelley
23rd Street Jewelers Mb Inc.

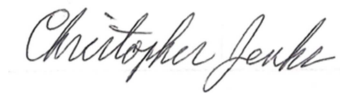
Thank you for the opportunity to discuss additional valet parking in the downtown Manhattan Beach area.

June 3, 2015

Kelly,

I understand that the city is working to expand its valet services downtown and was thrilled to hear. I live in East Manhattan Beach and often ride my bike to the beach to play volleyball on the weekends, but I am hesitant to go downtown for dinner in the evenings because I get frustrated at the parking situation. I can usually find a place at Metlox, but that can be a long walk for many places. I would happily pay for a valet service in which I knew I could put my car. It would make me much more open to having dinner with my family in the wonderful restaurants that we are so lucky to have. Please know that you have my support as well and many other East MB residents. Expanded valet service would be a welcome addition.

Thank you for your tireless work in making Downtown MB the best it can be,

A handwritten signature in cursive script that reads "Christopher Jenks".

Christopher Jenks
1211 8th Street

From: Tiffany Mesko <tiffany@manhattandenim.com>
Subject: move valet please!
Date: June 3, 2015 at 8:59:00 AM PDT
To: Kelly Stroman <kelly@downtownmanhattanbeach.com>

Hi Kelly,

More valet locations in brilliant, and long overdue. I cannot tell you the amount of conversations we have with frustrated customers who cannot find parking but want to come in and shop, dine, etc downtown. And by the time they actually do find a metered space, they have that annoying feeling of fitting their downtown experience into 2 short hours. Valet would take away the hassle of looking for a spot, as well as the time limitation.

Also, specifically on my end of Manhattan Avenue, where foot traffic is much less than the avenue, I'd love to see folks dropped off there to help enliven my block...I'm sure all of my neighbors would agree.

Thank you Kelly, for always working for the betterment of Downtown!!

Tiffany

Tiffany Mesko
310-971-1620
www.manhattandenim.com

From: Kelton Durham <ksdurham1@verizon.net>
Subject: Downtown Valet Parking Expansion
Date: June 3, 2015 at 11:09:11 AM PDT
To: Kelly Stroman <kelly@downtownmanhattanbeach.com>

Hey Kelly,

I read that The DBPA has been working on a *Valet Expansion Program* that would include 2 additional stations. This is great news. Now that Terri and I live in the Tree section and not by the beach, I have found that finding a space to park downtown is more of a pain now than when we lived downtown for 7 years. In fact, one of the many reasons that we decided to move to the trees a year and a half ago was because parking was such a disaster at the South end and with four drivers in my household, it was a weekly exercise to head over to City Hall to pay off a \$48 parking ticket. Add to that the incredible amount of construction projects going on in and around downtown and the recipe for a parking disaster has now reached nightmare status.

Don't get me wrong, I applaud responsible growth, especially if some of the construction projects are producing businesses, stores and shops that benefit the locals, visitors, and tourists. I also think we live in a gem of a City and welcome visitors and tourists to experience what we are so blessed to have every day. The problem now is getting to those shops and businesses. For example, Dr. Clark is our family Optometrists, I get my hair cut at Manhattan Barber Shop, I "try" to buy my meats at Manhattan Meats, Terri and I dine downtown at least once every two weeks, and she and Grace shop downtown frequently, but each trip is now becoming a pain in the butt because there is rarely ever a parking space. If one opens up, it's like a race to the spot. I've seen motorists doing u-turns (over the double yellow lines) cutting off oncoming traffic to make a mad dash to the open space. I now use Strand Cleaners instead of Harry's or Whale of a Wash because parking is such a pain. By adding (at least) two more valet stations and increasing the hours of operation, this would help to make it much more convenient and remove the stress of hoping to find a space, as well as meter feeding. Would I use the valet for a dry cleaner? Probably not, but if I know I'm going to be downtown for 30 minutes or more, I would flip the bill. I would propose that the rates be less during the daytime hours \$3 or \$5, and increase after 6 pm, and the hours should start around lunchtime and run until 11pm, 7 days a week. I'm sure there are constructive stipulations on the City being compensated if metered spaces are being used for the stations, so I will not even try to speculate on that.

In the end, the Valet Service would benefit people wanting to shop, dine, and attend appointments for services, as well as visitors simply wanting to go to our awesome other attraction... The Beach! With The Point about to open this summer, and Manhattan Village and Plaza El Segundo with it's plethora of parking, we need to make Downtown and it's one-of-a-kind environment more convenient for its patrons. The Metlox parking structure and metered parking just isn't enough.

I look forward to hearing more on the developments and ideas to help make it easier for

us to park downtown.

Regards,

Kelton