

CITY OF MINNEAPOLIS
CITY COUNCIL
PUBLIC SAFETY & REGULATORY SERVICE COMMITTEE

In the Matter of
Unparalleled Parking, LLP
DBA: Unparalleled Parking
7509 62nd Ct N, Brooklyn Park, MN, 55428
License: Valet Parking
L294-50037

Findings of Fact,
Conclusions and
Recommendation
Ward: 1

This matter came before a License Settlement Conference hearing, at the request of the licensee, in lieu of an Administrative hearing, on Thursday, August 20, 2009. Appearing for the licensee were Christopher Forest and William Fish, owners of Unparalleled Parking. Appearing for the City were Ricardo Cervantes, Deputy Director of Licenses and Consumer Services, and Leanne Selander, Inspector, Licenses and Consumer Services. Based on the evidence presented at the hearing, the following findings of fact are asserted:

FINDINGS OF FACT

1. On 10/16/08, Unparalleled Parking was issued a valet license to valet cars at the Sound Bar, 414, 3rd Ave. N. As a part of the application process, the business was required to provide Licensing with the off-street location of where they were going to legally park valeted vehicles. In addition, the owner was given a copy and explanation of the valet ordinance, and, specifically, the types of violations that would result in citations, including parking in an area not authorized by Council and not following orders from police, traffic control agents, and other city officials.
2. On 10/27/08, Unparalleled Parking was issued an Advisory Notice for parking valeted vehicles in the construction area by the Twins stadium and for placing a valet sign in the street. The notice stated "Each confirmed violation shall result in a citation, doubling for each."
3. On 11/12/08, Unparalleled Parking was issued a Violation Notice for parking valeted cars at a location not authorized by the City Council. The notice stated "Failure to park patron's vehicles in an approved, private, off-street parking location will result in a citation." The business also received a second Violation Notice for parking valeted cars in the valet zone over 15 minutes and operating a valet service out of a vehicle.

4. On 1/22/09 a neighboring business sent a letter to the Sound Bar and Unparalleled Parking advising them to cease parking on their sidewalk or the vehicles would be towed.
5. On 7/17/09, Licensing received a complaint from a manager of a construction management services company that during the evening hours Unparalleled Parking was repeatedly parking on the private property of a neighboring business, in a construction zone, on the sidewalk, and in an open area by the new Twins stadium.
6. On 7/17/09, Licensing received a complaint from a project manager of a storage facility next to the Sound Bar that during the evening hours of July 11th and 15th Unparalleled Parking blocked the entrance to their dock doors with valeted vehicles preventing access to customers. On July 20th he provided a video showing the valet staff repeatedly parking valeted vehicles in the driveway leading to the dock doors on July 15th, 16th, 18th and 19th and, in addition, valeting in the traffic lane and placing a valet sign in the street.
7. Also on 7/17/09, Licensing received a complaint from a Traffic Control Supervisor stating that Unparalleled Parking was illegally parking valeted cars in the street, resulting in the two-lane street under construction being reduced to one. Subsequently, on 7/23/09 a Traffic Control agent tagged three vehicles valeted by Unparalleled Parking for illegal parking in a construction zone.
8. On 7/17/09 an MPD Traffic officer issued Unparalleled Parking a citation for having a valet sign in the street.
9. On 7/23/09, at 1:50 AM, a 1st Precinct officer observed and documented at least two dozen vehicles valeted by Unparalleled Parking parked on dirt in a roped and coned off construction area by the Sound Bar.
10. That the scheduled administrative fines for offenses committed between July 15th and July 23rd, 2009, total \$12,400.

CONCLUSIONS

On repeated occasions between July 11, 2009 and July 23, 2009, Unparalleled Parking staff, in the course of valeting vehicles for the Sound Bar, violated Minneapolis Code of Ordinances 307.120 governing prohibited acts, which states, "No valet parking operator licensed under this chapter, or its employees or agents, shall commit any of the following acts: (1) Provide the service of valet parking at a location not authorized by the city council or its designee. (4) Except for that required by section 307.130 of this chapter, place signs, cones, or any other object in a traffic lane, parking lane or sidewalk, or otherwise block or hinder movement in a traffic lane.

Based on evidence presented at the License Settlement Conference, the Department makes the following recommendations:

RECOMMENDATIONS

1. That a sanction in the amount of \$12,400 is imposed; \$10,000 of which is stayed, conditioned on no same or similar violations for a period of 2 years from the signing of this Agreement. \$400 of the unstayed portion shall be paid upon the signing of this Agreement; the remaining \$2000 shall be paid in five equal \$400 payments at 30 day intervals from the date of signing, payable to the Minneapolis Finance Department, delivered to the office of Licenses & Consumer Services.
2. Unparalleled Parking agrees to submit a written plan of action detailing how the business will prevent future valet violations from occurring. (done)
3. Unparalleled Parking agrees to make training of their employees a priority and shall establish a staff training manual, a copy of which shall be submitted to the Department within 30 days of the signing of this agreement. The manual shall include written minimum hiring and retention standards required by the company, specifically addressing prior and future driving violations. Employees will attend regularly scheduled meetings to review the manual.
4. Unparalleled Parking agrees to obtain Driver's License background checks on applicants for employment as part of the hiring process.
5. Unparalleled Parking shall, at all times, have sufficient, legal, off-street parking spaces in which to park valeted vehicles.
6. Unparalleled Parking agrees to submit a letter to the adjoining business assuring no further usage of their property, and provide a copy to Licensing. (done)
7. Unparalleled Parking agrees to provide written documentation to Licensing that they and the Sound Bar have agreed to work in partnership to prevent future violations. (done)
8. Unparalleled Parking shall provide Worker's Compensation Insurance to any employee not specifically exempted by statute.
9. This Agreement shall not preclude any other adverse license action for subsequent violations of this Agreement, nor for subsequent violations of any federal, state or local laws, ordinances, or regulations.
10. "Date of Agreement" shall be defined as the date that the licensee signs or otherwise executes this Agreement. This Agreement is subject to approval by the Minneapolis City Council; however, should such approval be obtained after the execution of this Agreement the approval shall be retroactive to the date of execution.

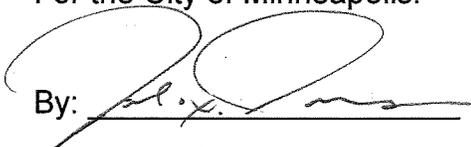
For Unparalleled Parking, LLP
d/b/a Unparalleled Parking:

By: 

Print Name Chris Forest
Owner/Licensee

Dated: 11-4-09, 2009.

For the City of Minneapolis:

By: 

Ricardo Cervantes, Deputy Director
Licenses & Consumer Services

Dated: Nov 5, 2009.