



## Austin Transportation Department

Right of Way Management Division

P.O. Box 1088, Austin, Texas 78767

### Application for Valet Zone – Annual

#### PERMIT HOLDER INFORMATION:

*The Business/Property requesting the permanent zone will be the Permit Holder of record. Changes related to the Business/Property will affect the Permit and should be relayed promptly to Right of Way Management staff.*

#### Business Contact Information:

Operating/Assumed Name(s) Truluck's Seafood Steak and Crabhouse

Legal Name(s) (if different than Operating Name) Austin Truluck's LTD

Primary Contact Name Patricia N. Turner

24 Hour Emergency Number 512-964-1058

Alternative Phone Number \_\_\_\_\_

Mailing Address 300 Colorado Suite #100

City Austin

State TX Zip 78701

Email Address pturner@trulucks.com

Date of Business Opening (if not currently operating) 4/15/23

#### Business Insurance:

Insurance Expiration Date \_\_\_\_\_

Lists City of Austin as Additional Insured ☒ Yes ☐ No

Provides a 30 Day Notice of Cancellation ☒ Yes ☐ No

Lists "City of Austin, c/o Right of Way Mgmt, PO Box 1088, Austin, TX 78767" as Certificate Holder ☒ Yes ☐ No

**\*\*Provide a current copy of Insurance as evidence that requirements are satisfied, if not already on file.\*\***

#### Business Structure:

☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Limited Liability Company

**\*\*Provide a Resolution of Authority (or Document in Lieu of a Resolution) that corresponds with the Business Structure. If structure is Sole Proprietorship or Single Membership, provide business documentation as filed with the State and County.\*\***

#### Business Use:

☐ Residential/Condominium ☐ Hotel ☐ Private Concert/Convention Venue ☒ Restaurant (51%+ in Food Sales)

☐ Bar (50%+ in Alcohol Sales) ☐ Multiple Businesses (AKA Valet District) ☐ City Property (Park, Amphitheater, Convention Center, etc.) (If you checked "Multiple Businesses", please provide an additional page 2 of this application for each business.)

#### Business Hours:

From: 4:30 (am/pm) To: 11:00 (am/pm) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

From: 4:30 (am/pm) To: 12:00 (am/pm) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

From: 4:30 (am/pm) To: 9:00 (am/pm) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Indicate any days of the week that Valet Service will NOT operate: Mon Tue Wed Thu Fri Sat Sun

Total Number of Vehicles Served, Prior Business Year (required for all Renewals): 12,000



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#### TYPE OF REQUEST:

☐ New ☒ Renewal ☐ Change to Valet Operator ☐ Change to Valet Zone ☐ Valet District (zone serving 2+ businesses)

#### APPLICANT INFORMATION:

*The Applicant listed here MUST sign on page 3 of this application. An Authorized Agent Form is ONLY required if a Licensed Valet Operator is named as the Applicant. A Resolution of Authority is required of all applications EXCEPT when the Permit Holder is a Sole Proprietorship. Acceptable forms of Sole Proprietorship documentation include – Assumed Name Certificate, Certificate of Formation, or Articles of Incorporation.*

#### Applicant Type:

☐ Property Owner/Manager ☒ Business Owner/Manager ☐ Licensed Valet Operator

#### Applicant Contact Information:

Company Name Truluck's Seafood Steak and Crabhouse

Primary Contact Name Patricia N. Turner

Phone Number 512-964-1058 Alternative Phone Number \_\_\_\_\_

Mailing Address 300 Colorado St. City Austin State TX Zip 78725

Email Address pturner@trulucks.com

#### PROPOSED ZONE INFORMATION:

##### Proposed Valet Location:

Block Number 300 Street Name Colorado St. Number of Spaces Requested 3

Curb Side (circle one) -- North South East **West** Block End (circle one) -- North **South** East West Midblock

Pay Station or Meter Numbers: PS# / Meter # 39208 PS# / Meter # \_\_\_\_\_ PS# / Meter # \_\_\_\_\_ PS# / Meter # \_\_\_\_\_

AND/OR

Description of Unmetered Area Passenger Loading Zone

(If an area does NOT have marked parking spaces, then one space will be assessed for every 22 feet in curb length.) **\*\*Provide a CURRENT photo of the zone.\*\***

##### Proposed Valet Hours:

From: 4:00 (am/pm) To: 12:00 (am/pm) **Monday Tuesday Wednesday Thursday** Friday Saturday **Sunday**

From: 4:00 (am/pm) To: 2:00 (am/pm) Monday Tuesday Wednesday Thursday **Friday Saturday** Sunday

From: \_\_\_\_\_ (am/pm) To: \_\_\_\_\_ (am/pm) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Indicate any days of the week that Valet Service will **NOT** operate: Mon Tue Wed Thu Fri Sat Sun

#### LICENSED VALET OPERATOR INFORMATION:

Licensed Valet Operator Name Access Valet Parking #2017-054252

Primary Contact Name Brandon Blond

24 Hour Emergency Number 512-775-5739 Alternative Phone Number \_\_\_\_\_

Mailing Address 14910 Hartsmith Dr. City Austin State TX Zip 78725

Email Address brandon@accessvaletparking.com

Expiration date of Valet Operator Permit \_\_\_\_\_ Expiration date of Valet Operator Insurance \_\_\_\_\_



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#### VEHICLE STORAGE:

Will vehicles be parked on the Permit Holder's premises? ☐ Yes ☒ No

(If you checked "Yes", no additional information required. If you checked "No", provide details below.)

#### Parking Facility Location:

Address 405 Colorado City Austin State TX Zip 78701

#### Type of Parking Facility:

☒ Parking Garage ☐ Surface Lot

#### Terms of Parking Facility Contract:

Number of Spaces Available 75 Date of Contract 3/1/2024 Term/Expiration Date of Contract mtm - annual renewal

#### Contact Information for Facility Owner Manager:

Name Jim Riggio Phone Number 267-825-3398 Email Address Jim.Riggio@bdnreit.com

**\*\*Provide current evidence of Contract with Parking Facility, if not already on file.\*\***

Map of vehicle routes to and from Valet Service area to Parking Facility Provided? ☒ Yes ☐ No

**\*\*Provide map of vehicle routes, if not already on file.\*\***

I declare that the information provided in this application is true and that I have read the Code of the City of Austin Section 13-5 as amended by Ordinance Number 031211-11, and I understand all conditions of this application as set forth herein and the City Code. Additionally, I understand that any holder of a City of Austin License Agreement or any other valid permit for other use of the right-of-way cannot be denied use of such right-of-way during the requested use on this application. I understand that no guarantee of approval is implied by the acceptance of this application, and that in order for this application to be completed the applicant must provide all additional information requested and that failure to provide the additional information will result in denial of the application. I also understand that the City is not responsible for any cost or inconvenience incurred by me if the application is denied.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE OF APPLICANT  
(MUST SIGN IN PRESENCE OF NOTARY)

COUNTY OF \_\_\_\_\_

STATE OF TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE



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### ***PHOTO OF PROPOSED ZONE***

Please attach. **NOTE: Screen shots of online images/maps will NOT suffice. A photo allows for an accurate historical record of the zone.**

### ***MAP OF ROUTES TO PARK AND RETURN VEHICLES***

Please attach.

### ***BUSINESS INSURANCE***

Please attach.

### ***CONTRACT WITH PARKING FACILITY***

Please provide the following details related to the contract with the offsite Parking Facility. **NOTE: These details must be confirmed by a Parking Facility representative. An e-mail of confirmation from the representative will suffice.**

#### **Location of Parking Facility**

#### **Terms of Contract**

Hours of Valet –

Days of Valet –

Number of Spaces Available to Valet –

Contact Info for Facility Owner/Manager –

Date of Contract (within past year) –

Term of Contract –

#### **EXAMPLE:**

#### **Location of Parking Facility**

505 Barton Springs Rd.

#### **Terms of Contract**

Hours of Valet – 5pm-1am

Days of Valet – Thur-Sun

Number of Spaces Available to Valet – 50

Contact Info for Facility Owner/Manager – Paloma Amayo-Ryan, 512-974-2841, [paloma.amayo-ryan@austintexas.gov](mailto:paloma.amayo-ryan@austintexas.gov)

Date of Contract (within past year) – 4/1/19

Term of Contract – 5 years; 4/1/24



[www.brandywinerealty.com](http://www.brandywinerealty.com)

Cira Centre | 2929 Arch Street | Suite 1800 | Philadelphia, PA 19104 | t 610.325.5600

June 3, 2025

City of Austin

I am writing in an effort to address the City of Austin's questions regarding the Truluck's valet operations parking agreement in Downtown Austin.

BDN GC Services, LLC (d/b/a BexPark) has a current agreement in place with Access Valet at our 405 Colorado Street location. Access Valet has access to the location 7 days a week, from 10:00am-11:00pm. The agreement is currently month-to-month and allows Access Valet to park up to 90 vehicles.

I am the facility manager of the location, and an employee of the company that owns the garage. My contact information is below should you need to reach out for any additional information.

Thank you,

Jim Riggio

Parking Operations Manager

t 610.832.7433

[jim.riggio@bdnreit.com](mailto:jim.riggio@bdnreit.com)



CONTRACT #:  
VENDOR ID#:  
BUILDING ENTITY#: 770P

## SECOND AMENDMENT TO PARKING FACILITY MANAGEMENT SUBCONTRACT AGREEMENT

**THIS SECOND AMENDMENT TO PARKING FACILITY MANAGEMENT SUBCONTRACT AGREEMENT** (this "Amendment") is entered into as of January 18, 2024, with an effective date as of March 1, 2024 (the "Effective Date"), by and between **BDN GC SERVICES, LLC**, a Delaware limited liability company ("Operator"), and **ACCESS VALET PARKING, LLC**, a Texas limited liability company ("Subcontractor").

WHEREAS, Operator and Subcontractor entered into that certain Parking Facility Management Subcontract Agreement dated as of September 16, 2021 (the "Original Agreement"), as amended by a First Amendment to Parking Facility Management Subcontract Agreement dated as of January 19, 2022 (the "First Amendment") (the Original Agreement as Amended by the First Amendment is hereinafter referred to as the "Current Agreement") to permit Subcontractor access to the Facility located at 405 Colorado Street, Austin, Texas 78701 to provide limited valet parking services to area restaurants. The Current Agreement as amended by this Amendment is referred to herein as the "Agreement".

WHEREAS, Operator seeks to increase the number of vehicles it can park at the Facility in connection with its valet services, and Operator and Subcontractor desire to amend the Current Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Operator and Subcontractor agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Current Agreement.
2. General Scope. As of the Effective Date, Sections 3(a)(i) and 3(a)(ii) of the Current Agreement shall be removed in their entirety and replaced with the following:
  - 3(a)(i) Valet hours shall be from 10 a.m. through 3 p.m. (CST) for lunch services ("Lunch Hours") and from 4:30 p.m. through 11:00 p.m. for dinner services ("Dinner Hours");
  - 3(a)(ii) Valet services shall include no more than 30 vehicles in the Facility at any given time during Lunch Hours and no more than 90 vehicles in the Facility at any given time during Dinner Hours;
3. Management Fee. As of the Effective Date, Section 4 of the Current Agreement shall be removed in its entirety and replaced with the following:
  4. Management Fee. As compensation to Operator for allowing Subcontractor to use the Facility for its valet services as set forth in the Agreement, Subcontractor shall pay a management fee (the "Management Fee") to Operator equal to:
    - (a) A monthly base fee in an amount equal to One Thousand Nine Hundred Fifty and 00/100 Dollars (\$1,950.00) to be paid on or before the first of each month during the term.
4. Effect of Amendment; Ratification. Operator and Subcontractor acknowledge and agree that, except as provided in this Amendment, the Current Contract has not been modified, amended, canceled, terminated, released, superseded, or otherwise rendered of no force and effect. Nothing herein contained shall be construed to: (i) modify, waive, impair or affect any of the provisions contained in the Contract (except as may be expressly provided herein); (ii) waive any present or future breach of, or default under, the Contract or Operator's rights against any person or entity liable or responsible for the performance thereof; or (iii) enlarge or increase Operator's obligations or Subcontractor's rights under the Contract or otherwise except as expressly set forth herein. The Current Contract is hereby ratified and confirmed

by the parties hereto, and every provision, covenant, condition, obligation, right, term, and power contained in and under the Current Contract continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein. In the event of any conflict between the terms and conditions of this Amendment and those of the Current Contract, the terms and conditions of this Amendment control.

5. Representations. Each of Operator and Subcontractor represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Subcontractor hereby represents and warrants to Operator that there are no defaults by Operator or Subcontractor under the Current Contract, nor any event that with the giving of notice or the passage of time, or both, will constitute a default under the Current Contract.
6. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced electronically will be deemed to be their original signature for all purposes.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, Operator and Subcontractor have duly executed this Amendment on the date first above written.

OPERATOR:

BDN GC SERVICES, LLC

By: Jim Riggio  
Name: Jim Riggio  
Title: Parking Operations Manager

SUBCONTRACTOR:

ACCESS VALET PARKING, LLC

By: Brandon Blond  
Name:  
Title: