

AN ORDINANCE **2014 - 12 - 11 - 1036**

AUTHORIZING THE EXECUTION OF MONTHLY LICENSE AGREEMENTS FOR UP TO 10 PARKING SPACES AT ONE ALAMO CENTER FOR A TOTAL FEE OF UP TO \$1,050.00 A MONTH.

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WHEREAS, on April 17, 2014, through Ordinance 2014-04-17-0253 City Council approved an economic development agreement with Klabzuba Realty, LLC that included a parking license agreement in order to support the redevelopment of the Commerce Street corridor; and

WHEREAS, in exchange, the City of San Antonio was provided access to 100 parking spaces for a period of 10 years, with 10 spaces available seven days a week at all times and the remaining 90 spaces available in the evenings Monday through Friday and all day on Saturday and Sunday; and

WHEREAS, the City of San Antonio has the ability to sublease these spaces to third-parties to facilitate retail and housing development along the Commerce Street Corridor; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Monthly License Agreement for use of up to 10 parking spaces at One Alamo Center, attached as **Exhibit A**, are hereby approved, and the City Manager or her designee, severally, is authorized to execute said agreement. The City Manager and her designee, severally, should take all other actions necessary or convenient to effectuate the transactions, including agreeing to non-material changes to the approved Valet License Agreement and executing and delivering such ancillary documents and instruments as may be conducive to effectuating the transactions.

SECTION 2. Under the Monthly License Agreement, each participating licensee will pay the City of San Antonio a rate of \$105 per space on a monthly basis for parking spaces licensed. For each subsequent year, the per space rate can be raised up to 5% over the previous year rate. This license agreement is expected to generate \$54,000.00 in fees for the first year, depending on the number of participating licensees. Funds generated by this ordinance will be deposited into Fund 29104000, Internal Order 219000000022 and General Ledger 4401180.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.


PASSED AND APPROVED this 11th day of December, 2014.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vaccik, City Clerk

APPROVED AS TO FORM:


for Martha G. Sepeda, Acting City Attorney

Agenda Item:	38B (in consent vote: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 41)						
Date:	12/11/2014						
Time:	02:45:24 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving individual month to month parking terms and conditions for a total of 10 parking spaces at One Alamo Center.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Exhibit A

MONTHLY LICENSE AGREEMENT



CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

Date

Dear Customer,

We welcome you as a valued customer of the City of San Antonio, Parking Division. The following are general conditions and guidelines for the issuance and utilization of a Monthly Magnetic Access Card (MAG CARD) for the _____ Parking Facility.

Monthly MAG CARD # _____ is issued for your personal use only. **Your MAG Card is not transferable to any other person.** You are requested to observe and obey posted speed limits and all other signage, occupy one parking space only, and display common courtesies to other customers and parking employees. Abuse of parking privileges such as those outlined in this document may result in the termination of your parking contract. By signing this agreement, you agree to all of the conditions attached as **Exhibit A**, incorporated herein for all purposes.

To gain access to the parking facility, position the front of the MAG CARD 2 to 4 inches in front of the sensor. When your valid card is verified, the gate will open. The scan system is programmed for anti-pass back, which means you must use the card in sequence (enter, exit, & enter, exit, etc.) in order for it to work properly. **Only one vehicle can be parked at one time through the use of your card.** If you do not have your MAG CARD to present when exiting the facility you will be charged the maximum daily rate, and it will not be refundable.

Regrettably, your designated parking facility may, at times, be full due to special event activities. As a monthly parker you are assured of available parking at another City of San Antonio Parking Facility at no expense. When you exit the alternate parking facility alert the attendant to your situation and they will validate your free parking.

There is an initial \$28.00 Magnetic Card Activation Fee which is non-refundable. Replacement cost for a lost, damaged, or stolen magnetic card will be \$28. An additional \$20.00 will be

charged to the customer if magnetic card is not returned to Parking Division upon termination of their parking privilege.

The monthly parking rate for this facility is \$105.00.

Your invoice will be mailed to you a week before the end of each month, and payment is due by the 1st of the following month. **There is no grace period, and any payment not received by the 1st of the month will result in your card being “keyed-out“ of the computer system, and you will be assessed a “key-in” fee of \$8.00 to cover reinstatement to the access list.** If payment is not made by the 5th of the month we will assume you no longer require the card, and will offer the parking place to the next person on the waiting list. Please mail your payments to **City of San Antonio P.O. Box 60 San Antonio, TX 78291-0060.**

Your compliance with the above conditions and guidelines will assist us in providing a safe and efficient Parking Facility for your convenience. Please return a sign copy of this agreement to our office at the address listed on Exhibit A. If you encounter any problems or difficulties with our service, please do not hesitate to call Parking Administration at 207-2261.

Jonathan Featherston
Parking and Enforcement Manager
Downtown Operations, Parking Division

Acknowledged:

Signature _____ (“Cardholder”)

Date _____

EXHIBIT A

SCOPE. This License does not grant Cardholder authority to use any public rights-of-way or facilities other than the Premises. This License grants only a privilege, not a real property interest. The City of San Antonio may create and enforce additional rules, regulations, and policies for the management and operation and use of [INSERT PARKING NAME] (the "Premises"). You agree to use the Premises in such a manner as not to create any nuisance or otherwise unreasonably interfere with City of San Antonio or other owner business operations as they pertain to the operation of these premises. Cardholder agrees that vehicles parking in the Premises shall be of a passenger-type car, truck, and motorcycle only.

USE AND SUBLEASE. Cardholder shall not sublease parking spaces but shall use spaces for valet services related to Cardholder business operations. Cardholder, at their sole cost and expense, must maintain all equipment or property belonging to Cardholder located on the Premises during the term. In so doing, Cardholder must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations. Cardholder shall ensure that all passengers, employees or other associated with Cardholder's business maintain the premises in a safe and secure manner, and do not interfere in any way with the Licensor's ability to utilize the premises for its purposes.

TERMINATION AND PENALTIES. The Cardholder may terminate this Agreement by returning the Access Card to the City of San Antonio offices. In addition, the City of San Antonio reserves the right to cancel the Access Card and terminate this agreement without notice and without cause, or for cause, including, without limitation, the failure of the Cardholder to pay any fee or charge, or to perform any act or obligation imposed or required under this agreement. Failure to remit parking fees may result in the Access Card being terminated by the 12th day of any month of non-payment. Access Cards are the property of the City of San Antonio and shall be returned upon termination of the Agreement. The City of San Antonio shall not be required to refund any unused portion of any monthly parking fee. The City of San Antonio may terminate monthly parking access privileges by written notice mailed to the Cardholder or upon published closure of the subject parking facility. The Cardholder acknowledges that the City of San Antonio is not obligated to relocate the Cardholder upon notice of termination of this agreement or closure of the subject parking facility.

Subject to the provisions hereof relating to early termination, this Agreement shall continue in force through the last day of the month for which the Cardholder has paid the monthly parking fee. The Cardholder shall provide necessary information upon request by the City of San Antonio, or the City of San Antonio's employee and/or agent, to confirm the Cardholder's personal use of the Access Card. The Cardholder is responsible for updating all information changes, including name, address, business and home telephone numbers, and vehicle license plate information.

The Access Card is an agreement between the City of San Antonio and the Cardholder for a parking space. Cardholder shall be responsible for all cards issued under this license and shall pay the posted fees for card activation and replacement. Cardholder shall report any lost or stolen parking cards to Licensor immediately and shall be responsible for the costs of replacing lost or stolen cards.

The City of San Antonio is not responsible for the vehicle or personal property left either in or on the vehicle, and assumes no liability for fire, theft or casualty of the vehicle or personal property left therein. Cardholder agrees not to leave articles of personal property of any significant value in the vehicle and agrees not to hold City of San Antonio responsible for any damage resulting from the loss, theft or damage to articles of personal property left in vehicles in violation of this agreement. The City of San Antonio assumes no liability for theft, collision, fire or damage in any case, nor for damage or injuries occasioned by faulty brakes, customer's failure to set brakes property or for improper vehicle maintenance by customer. Any suits or actions for any claims arising out of this Agreement must be filed within 180 days of the events giving rise to such claims. Cardholder agrees to pay all expenses, attorney's fees and court costs which City of San Antonio incurs as a result of any disputes involving this contract or collection of any payment due from cardholder.

Any vehicles left in the Premises outside of the Scope of License will be subject to penalties (including a tow or boot) by Licensor or the owner of the property. Any immobilization fees incurred will not be paid or subsidized by the Licensor, and shall be at the sole expense of Cardholder.

NO LIABILITY OR WARRANTY. The City of San Antonio shall not be responsible for any damage to property (including vehicles) or persons on the premises, for any reason. Licensor does not warrant the security of vehicles or persons under this License and accepts no responsibility or liability for any loss or damage of any kind for any reason. Cardholder assumes sole responsibility or liability for any loss or damage of any kind for any reason occurring at the Premises. Cardholder shall in no way obstruct ingress or egress or limit accessibility to the Premises and shall not make alterations or improvements to the Premises. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Cardholder or otherwise for damage to the Premises or any property on the premises arising from or related to activities of Licensor in the vicinity. Cardholder agrees that no representations are made as to the condition of the Premises and no promises to alter, repair, or improve the Premises, either before or after the execution of this license hereof, have been made by Licensor.

ENTIRE AGREEMENT. Facility personnel and attendants are not authorized to make or allow exceptions to this Agreement or operational policy. This Agreement constitutes the entire agreement between the City of San Antonio and the Cardholder concerning the subject matter hereof and may not be amended except in a writing signed by each of the City of San Antonio and the Cardholder. This Agreement is governed by Texas law.