

ORDINANCE 2019-01-17-0033

**AUTHORIZING A TEN-YEAR AGREEMENT WITH TEXAS A&M UNIVERSITY SAN ANTONIO TO MANAGE AND MAINTAIN THE SLIP LANE PARKING ALONG ONE UNIVERSITY WAY AND JAGUAR PARKWAY FOR PERMITTED PARKING PURPOSES IN CITY COUNCIL DISTRICT 3.**

\* \* \* \* \*

**WHEREAS**, the campus of Texas A&M University San Antonio (“TAMU-SA”) is served by One University Way and Jaguar Parkway; and

**WHEREAS**, the City of San Antonio (“City”) currently owns and maintains a public right-of-way easement along One University Way and Jaguar Parkway; and

**WHEREAS**, TAMU-SA seeks to increase vehicular and pedestrian safety in the vicinity of their campus; and

**WHEREAS**, TAMU-SA has offered to take over management and enforcement of the parking lanes along One University Way and Jaguar Parkway to allow TAMU-SA to add necessary signage and maintain an orderly parking environment around its campus; and;

**WHEREAS**, revenue collected through permitting or metering of the spaces will be shared with the City, with the City receiving 25% of the associated revenue; **NOW THEREFORE**,

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

**SECTION 1.** The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a ten-year parking agreement with the Texas A&M San Antonio substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth, to allow TAMU-SA and/or its agents, employees, and contractors to manage and maintain, including enforcement, the slip lanes along One University Way and Jaguar Parkway. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

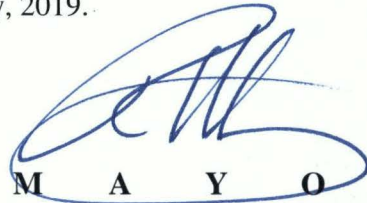
**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000027 and General Ledger 4202410.

**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 San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.


**PASSED AND APPROVED** this 17<sup>th</sup> day of January, 2019.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	21 ( in consent vote: 7, 8, 9, 10, 11, 12, 13A, 13B, 14, 16, 17, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30 )						
<b>Date:</b>	01/17/2019						
<b>Time:</b>	09:52:27 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving an Agreement authorizing Texas A&M University San Antonio to manage and maintain the parking slip lane along One University Way and Jaguar Parkway in Council District 3. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations].						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

**Attachment I [Parking Agreement]**



## PARKING AGREEMENT

This agreement ("Agreement") is made this day between the City of San Antonio, hereinafter referred as "City" and Texas A&M University San Antonio ("TAMU-SA"), acting by and through duly authorized representatives, as follows:

WHEREAS, the City of San Antonio currently owns and maintains a public right-of-way easement along One University Way and Jaguar Parkway ("Property") as depicted in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein;

WHEREAS, TAMU-SA desires to manage and maintain the slip lane parking on the Property for permitted University parking purposes; and

WHEREAS, the granting of management and maintenance of the Property including parking enforcement from City of San Antonio to TAMU-SA would benefit both parties.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

SECTION I. The City agrees to allow the TAMU-SA and/or its agents, employees and contractors to manage and maintain the slip lanes on the Property for the purpose of permit parking for TAMU usage provided the conditions as outlined in Section II are satisfied.

SECTION II. As a condition to the City entering into the Agreement, TAMU-SA will:

1. Conduct and pay for any traffic study associated with the designated parking and traffic signage needed to ensure safety and meet state and local traffic requirements; and
2. Acquire any required City permits associated with the designated usage of the slip lanes.

SECTION III. TAMU-SA will be solely responsible for the enforcement associated with the designated parking slip lanes.

SECTION IV. TAMU-SA shall pay 25% of the revenue ("Percentage Revenue") associated with the designated parking slip lanes with the City at which will be dedicated to the City's General Fund. Percentage Revenue shall be paid to City on a quarterly basis following City's fiscal calendar of October 1<sup>st</sup> – September 30<sup>th</sup>. TAMU-SA will provide with a detailed revenue report to the City of associated revenue within fourteen (14) days after the close of each quarter which the City will review and approve in order for payment to be made within thirty (30) days of each reported quarter. Any TAMU-SA refunds associated with these collected revenues will not be passed on to the City for reimbursement.

SECTION V. Term. The Agreement is executed as of the effective date ("Effective Date") and shall have a term of ten (10) years from the Effective Date unless earlier terminated in accordance with this Agreement.

TAMU-SA may extend this Agreement for two additional five (5) year periods by giving City written notice of TAMU-SA's intention to do so no later than 180 days before the current term expires.

SECTION VI. Termination. Except as otherwise provided herein, this Agreement may be terminated as follows:

1. Upon 180 days written notice by either party for convenience without any penalty or further liability; or
2. Upon 90 days written notice by City to TAMU-SA if TAMU-SA fails to:
  - a. Manage and maintain the slip lanes in a manner that substantially and adversely affects public health and safety; or
  - b. Failure to remit the Percentage Revenue as outlined in Section IV.

SECTION VII. Notices. Any notice required to be given pursuant to the terms and provisions of this Permit shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice

If to: City of San Antonio

P.O. Box 839966  
Attn: Director, City Center Development and Operations Department  
San Antonio, Texas 78283

If to: Texas A&M University – San Antonio

Project Point of Contact:  
Christian Harmon  
Parking and Transportation Manager  
One University Way  
San Antonio, Texas 78224  
christian.harmon@tamusa.edu  
210-784-2039

University Approving Designee:  
Dr. Cynthia Teniente-Matson  
President

SECTION VIII. The City's and TAMU-SA's relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

SECTION IX. This Agreement, together with its authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of the Lease Agreement shall be binding, unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. The director of the Center City Development and Operations Department may, without further action of City Council, agree on behalf of City to extension of the term, termination of the Agreement, or other non-material modifications to the rights and obligations of the parties under this License.

Executed as of the dates set forth below to be effective as the Effective Date defined above.

**Texas A&M University – San Antonio**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Cynthia Teniente-Matson  
President

John Jacks  
CCDO Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
City Attorney



EXHIBIT A

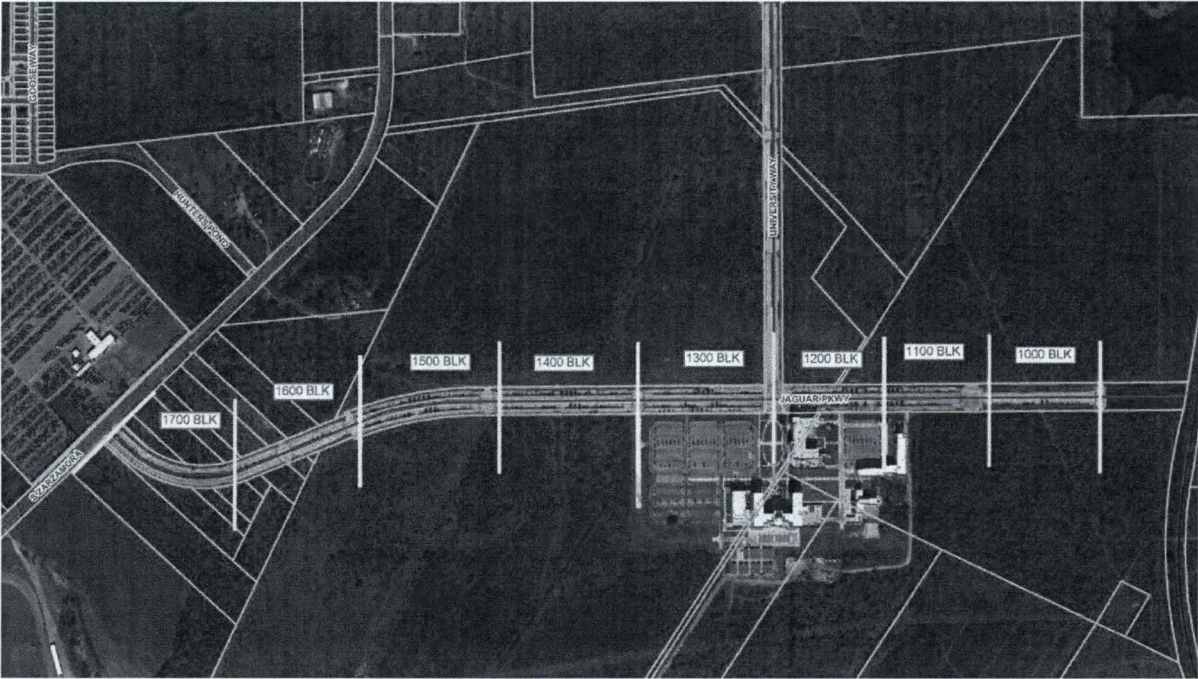




EXHIBIT B

