NHR
10/15/15
Item No. 11A

AN ORDINANCE 2015-10-15-0873

AUTHORIZING A NEW FREQUENT PARKING PROGRAM IN THE PARKING GARAGE OF THE SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * * *

WHEREAS, the City of San Antonio is the owner and operator of the San Antonio International Airport and Stinson Municipal Airport, and has authority to promulgate rules and regulations that promote the safe and efficient operation of the airports; and

WHEREAS, the rules and regulations, as previously amended through Ordinance 2015-06-18-0550, authorize the implementation of a premium parking program with establishment of a reserved parking area for participants of the program; and

WHEREAS, based on this authority, the Aviation Department implemented a Frequent Parking Program for the San Antonio International Airport Parking Garage effective October 1, 2015 which provides convenient parking in a dedicated corral on the first floor of the garage within walking distance of the terminals for quick access to flights for a monthly rate of $335.00, based on the daily rate of $11.00; and

WHEREAS, City Council's authorization is required for use of City-owned property permitted under the Frequent Parking Program Terms and Conditions and to amend the parking rates charged at San Antonio International Airport; **NOW THEREFORE:**

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

SECTION 1. The Frequent Parking Program Terms and Conditions set out in Attachment I to this Ordinance are hereby approved.

SECTION 2. Funds generated by this Ordinance for registration fees will be deposited into Fund 51001000, Internal Order 233000000010 and General Ledger 4405300.

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 shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 15th day of October, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

for

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**11A (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:05:50 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a new frequent parking program in the Parking Garage of the San Antonio International Airport.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		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	

Agenda Item:	**11A (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:50:31 AM
Vote Type:	Motion to Reconsider
Description:	An Ordinance authorizing a new frequent parking program in the Parking Garage of the San Antonio International Airport.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Agenda Item:	**11A (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 15, 16, 17, 18, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:51:02 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a new frequent parking program in the Parking Garage of the San Antonio International Airport.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	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				

Attachment I

San Antonio International Airport Frequent Parking Program
Terms and Conditions

You agree to the following Terms and Conditions for membership in the San Antonio International Airport Frequent Parking Program ("Program") and use of an Airport Frequent Parking Program Card ("Program Card"), which Program is authorized pursuant to Ordinance _____, enacted _____.

1. USE OF PROGRAM CARD:

a) Your Program Card may be used for access to the parking garage designated by the San Antonio International Airport for the Program. Once the designated corral space in the parking garage is completed, your Program Card will provide access to the corral space.

b) The Program Card may be used for parking only one vehicle at a time. Any attempt to use a Program Card for more than one vehicle at any one time will be a violation of Program privileges, and may result in the assessment of fees and charges and/or termination of your Program membership in accordance with paragraphs 4 and 10 of these Terms and Conditions.

c) If, during the time that you use the Program Card to park, your credit card is invalid, expires, or is declined for any reason, you must provide an alternative method of payment for all charges at the time of exiting the parking toll plaza.

d) You may not sell your Program membership to another person or company.

e) A Program membership may be used by more than one person; however, the Program Card may be used to park only one car in the parking garage at a time.

f) You shall be responsible for payment of all charges, fees and assessments to your credit card resulting from the use of the Program Card by any person, whether or not authorized by you, until you report your Program Card lost or stolen, in accordance with paragraph 5 of these Terms and Conditions.

g) Failure to comply with these Terms and Conditions may result in suspension, revocation, and/or termination of your Program membership. Failure to pay Program fees and charges may result in additional penalties provided by law or by these Terms and Conditions, including, but not limited to, termination of your Program membership.

h) You agree to comply with all San Antonio Airport Rules and Regulations, policies and directives regarding the use, operation and security of any San Antonio International Airport garage or facility used in connection with these Terms and Conditions.

2. MEMBERSHIP INFORMATION:

a) Initial membership in the Program shall be for three months or, in the case of enrollment after the first day of the month, initial membership shall be for the days remaining in the first month, plus the following two full months. Following the initial three month membership in the Program, you will be provided the opportunity to extend your Program membership by providing a credit card for regular

monthly payments, at which time an account will be set up with the credit card number supplied by you. Your credit card account will automatically be charged on a monthly basis for the applicable monthly membership rate until such time as you notify us of a cancellation. Should the secure credit card online payment system not be available, payment may be made by cash, cashier's or certified check, or credit card (Visa, MasterCard, or American Express only), either in person at the Airport's Finance Office located at 457 Sandau Road, San Antonio, Texas 78216, or by telephone (credit card only), at 210-207-3463. Payments may not be made by mail.

b) You shall keep your Program membership account information, including credit card information, updated at all times.

3. PROGRAM FEES:

a) Upon enrollment in the Program, you will be responsible for payment in full of the initial three months of the Program in the amount of One Thousand Five and Zero/Hundred Dollars ($1,005.00), or, in the case of enrollment after the first day of any month, payment in full for the remaining days of the first month of the initial three month membership, commencing the third day after payment is received, prorated on a daily basis at $11 per day (based on $335 per month), plus two full months at $335 per month. Your membership in the Program will expire at the end of the initial three months, unless you elect to continue your membership in the Program on a monthly basis in the amount of $335 per month. The initial three month payment shall be non-refundable except as provided in Paragraph 7 below.

b) Monthly parking fees are due on the first day of each month. Your Program Card will be de-activated twenty (20) calendar days after the first of the month if parking fees have not been paid by that date. Neither City nor the Airport shall be required to invoice for parking fees or send reminders for past-due parking fees.

c) Parking fees and instructions for use of the Program Card will be available on the San Antonio International Airport Parking website. A notice posted on the Program webpage shall be notice to you.

4. MISUSE OF PARKING CARD:

a) San Antonio International Airport, in its sole discretion, may revoke the Program Card and terminate your Program membership in the event of any misuse. Misuse of the Program Card is any use not in accordance with these Terms or Conditions, the San Antonio Airport System Rules and Regulations, Program instructions posted on the Airport's website, or any other applicable law or regulation. If you or anyone else attempts to use your Program Card for more than one vehicle at a time, San Antonio International Airport, in its sole discretion, may confiscate, deactivate or revoke the Program Card, and may terminate your membership in the Program with no refund. Further action relating to the party attempting the transaction or relating to the vehicle(s) in question may be taken, including, but not limited to, civil or criminal action and/or impoundment of the vehicle.

b) Misuse of a Program Card may be, in San Antonio International Airport's sole discretion, cause to deny issuance of another Program Card to you at any time in the future or to terminate or non-renew your Program membership.

5. LOST OR STOLEN PROGRAM CARD:

a) If you lose your Program Card, you must immediately report the loss to Airport Parking & Ground Transportation at 210-207-3465 or SATParkinginfo@sanantonio.gov. You must come in person to the parking office to apply for a replacement Program Card.

A fee of $15.00 will be charged for issuance of a replacement Program Card.

b) If, during the time that you are using the Program Card, your Program Card is lost or stolen, you must (a) go to a parking toll plaza lane with a cashier; (b) comply with procedures for a Lost Ticket; and (c) provide an alternative method of payment. Your charges will include a Lost Ticket Charge. Please note that your Program Card will not be de-activated until you report your card lost or stolen in compliance with Section 5(a).

6. DISCLAIMER:

To the extent permitted by law, the City of San Antonio expressly disclaims any representation of warranty, express or implied, relating to the Airport Corporate Parking Program including, without limitation, any express or implied warranty of merchantability, fitness for a particular purpose or conformity to models or displays.

7. GUARANTEE/REFUND:

a) San Antonio Airport guarantees that upon presentation of a valid Program Card at the card reader designated for the Program, San Antonio International Airport will make available a parking space within the designated parking area.

b) In the event San Antonio International Airport does not provide the guaranteed service described in paragraph 7.a above, and San Antonio International Airport's inability to provide the guaranteed service is not the result of Force Majeure, as described in paragraph 8 of these Terms and Conditions, and subject to verification of unavailability of guaranteed space, your sole and exclusive remedy is a refund of (a) the remaining balance of the initial three month payment, if during the first three months of enrollment; or (b) one-half of the monthly fee thereafter. You are responsible for notifying Airport Parking & Ground Transportation at 210-207-3465 or SATParkinginfo@sanantonio.gov of the unavailability of guaranteed parking within 24 hours. The annual membership fee is non-refundable.

8. FORCE MAJEURE:

The City of San Antonio will not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions, or for failure to provide the guaranteed service described in paragraph 7 above, if any, to the extent such failure is caused, without fault of the City of San Antonio,

directly or indirectly by: fire, explosion, cable cuts, vandalism, sabotage, flood, earthquake, elements of nature or acts of God, regional failures of electrical distribution, regional failures of telecommunications services, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or quarantines, epidemic, embargoes, security restrictions and other similar government action.

9. INDEMNIFICATION:

YOU AGREE TO INDEMNIFY THE CITY OF SAN ANTONIO AND HOLD IT HARMLESS, FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGES, OR LIABILITY RELATING TO, ARISING FROM OR AS A RESULT OF YOUR MEMBERSHIP IN THE PROGRAM AND/OR THE USE OR PERFORMANCE OF THE PROGRAM CARD.

10. CANCELLATION/TERMINATION/RE-ENROLLMENT:

a) Following the initial three month membership period, if you have elected to continue your membership, you may cancel your membership at any time by notifying Airport Parking & Ground Transportation at 210-207-3465 or SATParkinginfo@sanantonio.gov by the 15th day of the month for cancellation on the last day of said month. Following cancellation, your account will stay active through the end of the month already paid. However, if your car remains in the parking garage after the end of said month, and you have not contacted Airport Parking & Ground Transportation before you exit the parking garage to make arrangements for the balance of the days not already paid, then you are liable for payment of the remaining balance owed on your entire stay.

b) City of San Antonio reserves the right to terminate your Program membership, deactivate your Program Card, and/or terminate the Program at any time, with or without cause, with 15 days notice. Any Program charges which remain unpaid for 30 days will result in termination of your Program membership.

c) In the event of cancellation or termination of your Program membership for any reason, you will be required to re-enroll in the Program, including pre-payment of the initial three month membership fee and annual membership fee. Re-enrollment in the Program shall be contingent upon availability of parking spaces in the corral space and placement of your re-enrollment application on a waiting list, if any.

d) The Program Card must be returned to the Airport Parking & Ground Transportation Division, 9453 Airport Blvd., San Antonio, Texas 78216, at the end of the month in which the membership is cancelled or terminated. Program Cards for cancelled or terminated memberships which are not returned will be subject to de-activation and a $15.00 card replacement fee.

11. MODIFICATION:

City of San Antonio reserves the right to change these Terms and Conditions at any time upon 15 days notice. These changes may include, without limitation, a change in any existing fees or imposition of

new fees. You will be bound by the Terms and Conditions posted on the Airport website for the Program, as amended from time to time. Any increase in fees will be implemented automatically the month following publication on the website.

12. SEVERABILITY:

The invalidity of any term or terms of these Terms and Conditions shall not affect or impair any other terms, which remaining Terms and Conditions shall remain in full force and effect.

13. GENERAL INFORMATION:

San Antonio International Airport Parking rules are established by City Ordinance.

14. INQUIRIES AND CORRESPONDENCE:

Contact Airport Parking & Ground Transportation at 210-207-3465 or SATParkinginfo@sanantonio.gov.

15. AGREEMENT TO TERMS AND CONDITIONS AND TO CREDIT CHARGE CHARGES:

By signing below, or acceptance of these Terms and Conditions online, you agree to the Terms and Conditions set forth herein, to pay all Program charges, and, when the secure credit card payment system is available, you hereby authorize Program charges to your credit card number on file with your account information.

Agreed:

_____
Signature

_____
Printed Name

Date:_____