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## A Study of Historic Development of San Antonio's River Walk

Harrison Price Company

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Richard P. Paine

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A Study of Historic Development  
of San Antonio's River Walk

Prepared for  
The Woodlands, Texas

October, 1994

DRAFT  
PKF

November 4, 1994

Mr. Barry Goodman  
The Goodman Corporation  
1600 Smith Street, Suite 4450  
Houston, Texas 77002

DRAFT

Dear Mr. Goodman:

We have completed our study of the historical development of the River Walk in San Antonio, Texas. We have isolated factors which appear to have contributed to the success of the River Walk as well as factors that delayed success.

### Scope of Work

To accomplish this objective, our work included the following:

- Conducted a search of historical literature on key development events relating to the San Antonio River Walk. The 30-year period covered was 1962 through 1994.
- Profiled the hotel industry in downtown San Antonio from 1965 through 1994 chronicling the number of rooms available, occupied rooms, and average daily room rate.
- Developed a time line for developments along the River Walk, including hotels, restaurants and retail outlets. Prepared a profile of all the businesses along the River Walk.
- Interviewed key participants in the development of the River Walk to gain insights as to how decisions were made regarding land use and transportation.
- Reviewed the operating history of the water taxi services.
- Determined the degree to which public participation contributed to the development of River Walk amenities.

Mr. Barry Goodman  
November 4, 1994  
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- Investigated how the River Walk is managed, policed and maintained.
- Quantified certain economic indicators for the San Antonio downtown market including office building occupancies, retail sales, and convention attendance.
- Prepared a comprehensive time line correlating various economic factors with key events in the development of the River Walk.

### **Limiting Conditions**

Neither the report nor its contents may be referred to or quoted in any registration statement, prospectus, loan or other agreement or document without our prior written consent. Consent will be given only upon meeting certain conditions.

Very truly yours,

**D R A F T**

*HOSPITALITY ADVISORY SERVICES*

John M. Keeling  
Senior Vice President

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Historical Overview

The River Walk concept for San Antonio was first conceived in 1929 by architect Robert H. H. Hugman who had witnessed New Orleans' success in preserving the Old World charm in the Vieux Carre district. The 10 years that followed his proposed idea saw downtown San Antonio addressing their flood control problems. Several ideas were considered that included, building the Olmos Dam to hold back flood waters and releasing them slowly, the straightening and widening of various sections of the river, bypassing the river bend area with a concrete flood channel, and draining the river bend area and paving over it. To the credit of the San Antonio Conservation Society and Hugman's idea for a River Walk, all the flood control solutions were implemented with the exception of the removal of the river bend area.

In 1938 the first funds were committed to river beautification from a Works Progress Administration grant of \$375,000 and a bond assessment of \$75,000 from property owners between Villita and Jefferson Streets. In 1939 the WPA began construction on the River Walk with Hugman in charge and completed the project in 1941. The River Walk at that time consisted of the river bend area only with 31 unique staircases that connected to the street level, a variety of footbridges, the Arneson Theater and extensive landscaping all designed by Hugman. World War II postponed any further development until 1946 when Casa Rio Restaurant was opened and the city added the first extension of the walkway to the north.

1939  
↓  
1941

1929 ~~conceived~~ • 1939-41 WPA • WAR • 20<sub>yr</sub> not built • 1959 Rest 62 Hotel (WAR)

Over the next 20 years, development and overall appreciation for the River Walk was minimal. Not until 1959 was the second restaurant opened, Lung Jeu Restaurant, and 1962 when the first riverfront hotel was opened, El Tropicano Hotel, presently the Holiday Inn River Walk North. The businesses that backed up to the river treated it as their back door, making the River Walk unsavory. Although Parks and Recreation maintained the River Walk, it was not until 1957 that Park Rangers were assigned to patrol the river. The River Walk was perceived to be so dangerous that it was off limits to military personnel.

In 1959, The Chamber of Commerce formed a subcommittee to explore the commercial potential of the River Walk called the Tourist Attractions Committee. They began by appointing the Macro Engineering Company, who were major designers of Disneyland, to develop a master plan for development on the River Walk. Completed in 1961, The Macro Report suggested that buildings located on or backing up to the River Walk should be renovated in early Mexican or Texas settlement style. These buildings and all new ones being developed, should provide basement space to serve as retail and entertainment outlets at the river level. Other recommendations included forming a merchants association that could organize frequent festivals. The plan overall was not accepted for fear of the River Walk becoming too carnival like, but the merchant association idea was used later by civic planners.

In 1962, after visiting New Orleans and reviewing the Vieux Carre Commission, the Tourist Attractions Committee composed an ordinance that established a River Walk District and a River

Walk Advisory Commission (RWAC), with seven commissioners appointed by the City Council. The Tourist Attractions Committee and RWAC commissioned the Paseo Del Rio *Master Plan* with the San Antonio chapter of the American Institute of Architects (AIA). The Master Plan encompassed recommendations for \$30 million in municipal improvements that passed a bond election in 1964.

\$30 M in BONDS

1964 through 1968 was spent getting San Antonio ready for Hemisfair. Three new hotels were built with River Walk access, the Hilton Palacio Del Rio, of modular construction, assembled in 202 days, the La Mansion Del Rio, renovated from a former convent, and the Travelodge on the River, recently renamed the Howard Johnson's on the River. Other hotels were built in the central business district as well for a total of 2,639 rooms in downtown San Antonio.

From the time Hemisfair ended in 1968 and all through the 1970's, the River Walk experienced sporadic tourism. The convention center was under utilized due to a lack of convention hotels which were not being built because of a lack of hotel demand. There was also a lack of private development in retail space and restaurants as well. Exhibit A, depicting the development along the River Walk from 1962 to the present, shows a 10 year span with no hotel development.

In 1973, The City commissioned the River Corridor Feasibility Study to establish long term goals for River Walk development. In 1975, the City commissioned Centro 21, a think tank and task force, to study the problem of balancing private versus public investment in the River Walk. The results of their study was the beginning of the River Center Mall concept, developing the extension to Alamo Plaza and moving the city marina to make room for the Marriott River Walk which was built in 1979. The pedestrian extension to Alamo Plaza was completed in conjunction with the Hyatt in 1981.

In 1979, The Downtown Initiative Manager, a position funded by the Parks and Recreation Department, began the process of applying for Urban Development Action Grants. UDAG funded The Alamo Plaza pedestrian extension for \$6.5 million, the river extension to present day River Center Mall for \$15.75 million, and various other downtown urban renewal projects. This encouraged the private development that built the River Center Mall and Marriott River Center which opened in 1988, adding more than 3,000 jobs. The resulting ratio of private funds to public funds was 10 to one.

Retail shops along the busiest section of the River Walk experienced difficulty in coping with the seasonality of tourism during the seventies and eighties. Traditional operators on the River Walk were not sophisticated in their marketing and were nervous about the addition of River Center Mall. However, once the mall opened, most River Walk operators experienced a 20% increase in sales from the addition of retail activity. Small retailers in the Santa Anna Alley River Shops have been more sophisticated in their marketing efforts and their success on the main part of the river has encouraged the development of the south bank where the Hard Rock Cafe is being built.

**Hotel Development and Convention Attendance**

Downtown San Antonio has 6,517 hotel rooms from 24 properties of which eight hotels, having 3,720 rooms, have direct River Walk access. The map provided as Exhibit B shows all the hotels in the Central Business District. San Antonio's largest hotels, the Hilton, Hyatt and both Marriotts, all have River Walk access.

Listed in the table below are all the hotels that have River Walk access, half of which opened during preparations for Hemisfair. The second hotel boom started 10 years later with the Marriott River Walk in 1979, followed by the Hyatt in 1980. The late 1980's saw a third hotel boom with the expansion of the Convention Center and completion of the River Center Mall in 1986 and 1988, respectively. The Menger, located between the River Center Mall and the Alamo, also completed a major renovation in 1988 that added retail space and 17 more hotel rooms.

**DRAFT**

<b>Hotels with River Walk Access</b>		
<b>Hotel</b>	<b>Year Built</b>	<b>Rooms</b>
Holiday Inn R.W. North	1962	324
Hilton Palacio del Rio	1968	482
La Mansion	1968	337
Travelodge in the River*	1968	133
Marriott River Walk	1979	500
Hyatt Regency	1980	631
Holiday Inn River Walk	1987	313
Marriott River Center	1988	1,000
<b>Total Hotel Rooms</b>		<b>3,720</b>
Source: PKF Consulting *Changed to Howard Johnson's in 1994		

Exhibit C reflects the growth in convention supplied room nights, the total dollars that the delegates spent, and compares the overall growth to the addition to the downtown hotel supply. As 1984 through 1987 were hit hard by a recession in Texas, the Convention Center expansion and River Center opening brought 1988 above 1984 levels.



Department of Planning, Historic Preservation and Urban Design Division

In 1992, the River Walk Advisory Commission, Fine Arts Review Board, and Historic Review Board were combined into one office. Prior to 1992 the process for getting approval for renovation or new construction on the River Walk was complicated due to the three separate approvals that were needed. Because the three smaller governmental entities consistently overlapped when reviewing the projects being applied for, they were ultimately combined into one.

The policies that govern design and operation of the River Walk have not changed from when the River Walk Advisory Commission was a stand alone entity. The River Walk Policy Guidelines manual dated April 27, 1989 (see exhibit D), is still in effect under the newly formed department and is provided to anyone wishing to renovate or develop on the River Walk. The Board of Directors was increased to 15 under the new ordinance that created the combined department. The purpose of having such a Board is to protect the park like setting and historical heritage from development that would be inconsistent with the rest of the River Walk. The Board has also established noise and signage regulations.

Paseo Del Rio (Trade) Association

In 1964, the Chamber of Commerce began to realize that businesses along the river had needs unique to the river. In March of that year, the Chamber of Commerce formed the Paseo Del Rio Association and funded it as a sub-committee. In 1968, it was decided that enough work had taken place within the committee that the Paseo Del Rio Association became incorporated as a 501(c)(4) not-for-profit organization which receives all its funding from membership dues and event sponsorship.

Membership dues range from \$200 to \$1,000 and are based on location, type of business and number of employees or room count (see exhibit E). Individuals or families can join as Amigos del Rio for as little as \$25 or \$40. Any business that has an interest in the association can join, however, and for operators on the River Walk there is an exclusive committee (River Walk Operators Committee) that meets monthly to discuss concerns, developments and association events.

The Amigos Del Rio assist in the preservation of the River Walk by volunteering their time. They may serve as referees for the canoe races or participate in the Bulb and Socket Party in preparation for the Christmas season.

*? Steep  
able to tell Rest  
P.C. Get down trees!  
\*WRONG!*

The Paseo Del Rio Association works from the following mission statement:

**Produce** special events on the River Walk that attract visitors and native San Antonians on a year-round basis. These events, some that have been traditions for over 25 years, are used by convention planners, travel agents and leaders in commerce to sell the city.

**Serve** as an advocate, facilitator and moderator between business, residential, civic and governmental communities on matters concerning the River Walk.

**Protect** the environmental integrity of the San Antonio River by working in cooperation with the Department of Parks and Recreation and the San Antonio River Authority.

**Preserve** the charm and historic significance of the River Walk Architecture by working closely with the Historic Design and Review Committee and the San Antonio Conservation Society.

**Promote** activities on the River Walk to visitors and native San Antonians through its monthly magazine, Rio (Circulation 45,000). Rio is the major tourism magazine distributed by the San Antonio Convention and Visitors Bureau and is the magazine of choice used by hotel/motel front desks, bell stands and concierge desk.

The Paseo Del Rio Association never misses an opportunity to attract the masses. Listed on the next page are the annual events that Paseo Del Rio sponsors with the most recent or forecasted attendance figures. In January of every year the river is drained for maintenance by the Parks and Recreation Department. During that week, the association hosts the Miller Lite Mud Festival complete with a Mud King and Queen, parade and dance. For St. Patrick's Day the river is renamed the "River Shannon" and is dyed green. August features a canoe race to promote awareness for the Boy Scouts, Girl Scouts, Camp Fire Girls and Explorers. Local corporations and radio and television stations also compete in the canoe races.

Fall on the River Walk is a busy season. In September, an evening event called Pachanga Del Rio, serves as a promotional night for approximately 30 restaurants by offering a sample of their menus to all passers-by. The Great Country River Festival is a two and one-half day country music festival at the Arneson River Theater which takes place in October.

An umbrella concept known as The River Walk Holiday Festival starts Friday evening of Thanksgiving weekend and goes through December 31. The entire 35-day period is presented as a smoothly integrated package of events and serves as an anchor event for the city's tourism season. During this time, the river walkways are lined with more than 2,500 sand-filled luminaria bags. The kick-off event is a night time river parade that consists of 30 decorated river floats. This night alone

attracts 100,000 people and is seen on TV by an additional 80,000 viewers locally.

All during December, singing groups from area churches and schools provide boat caroling and concerts at the Arneson River Theater. On the three weekends before Christmas, river boats portraying vignettes of the Christmas story float into the River Center Mall turning basin, providing a unique attraction for the Christmas shoppers.

In conjunction with the 2nd Annual Builder's Square Alamo Bowl on December 31, the marching bands from the competing colleges engage in a pep rally on the river the day before the game. Last year's pep rally attracted 3,500 people. This year the game will end at 9:30 p.m. and is expected to contribute 7,500 people to the New Year's Eve celebration on the River Walk which is billed as "New Year's Eve Strolling Down The River". Contrary to loud celebrations which are the norm for New Year's Eve, Paseo Del Rio Association wants to provide a quiet alternative with relaxed dining and music from floating bands and street performers.

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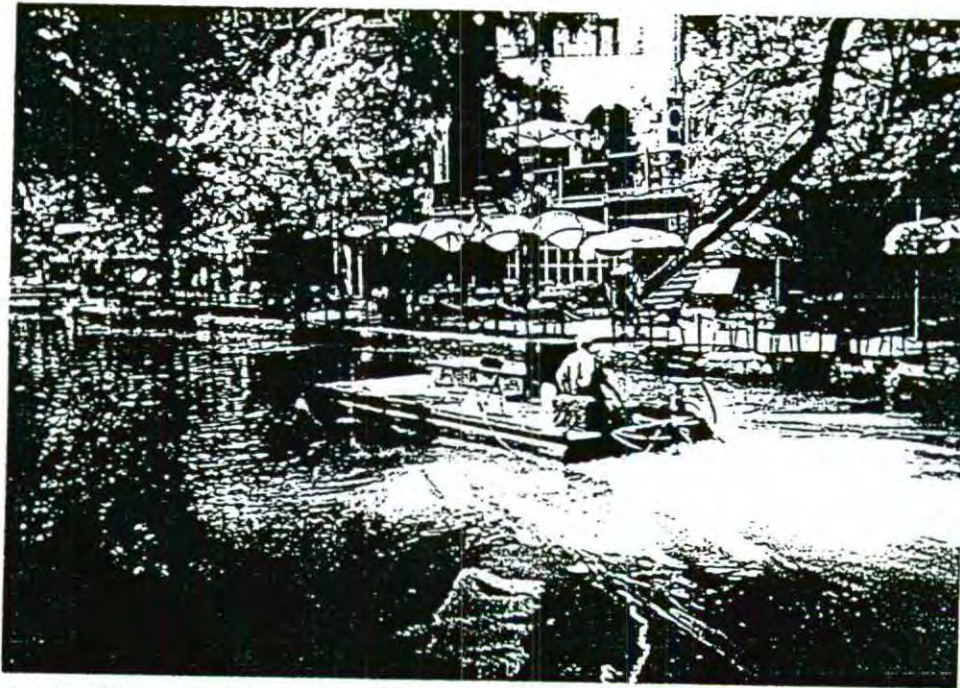
Paseo Del Rio Association Sponsored Events				
Month	Annual Event	No. Days	Attendance	First Year
January	Miller Lite River Walk Mud Festival	5	7,500	1985
March	St. Patrick's Day River Dyeing	1	7,500	1967
April	Fiesta Mariachi Festival	4	10,000	1972
August	Scout Canoe Race	1	5,000	1968
September	Pachanga Del Rio	1	1,000	1983
November	Holiday Lighting River Walk Parade	1	100,000 (+80,000 TV)	1982
December	Boat Caroling	35		
	River Center Christmas Pageant	9	30,000	1988
	Bands Across the River	1	3,500	1993
	Strolling on the River Walk	1	7,500	1994
Source: Paseo Del Rio Association				

In addition to the events that are planned by Paseo Del Rio, the association also serves as civic leaders for the operators of the River Walk. The association has taken a pro-active stand against casino gambling on the River Walk. They feel that the bright lights and noise from a casino would not be consistent with the atmosphere of the rest of the River Walk.

### Parks and Recreation Department (PARC)

- \* The River Walk's public areas are designated city parks that cover two and one-half miles of river bank, 75 % of which is developed. The operators who set up dining tables outside their buildings are leasing the land from the city with exclusions for citywide parades. Maintenance of the River Walk is a shared responsibility. The operators that are using leased land are responsible for cleaning their area and PARC maintains the rest.

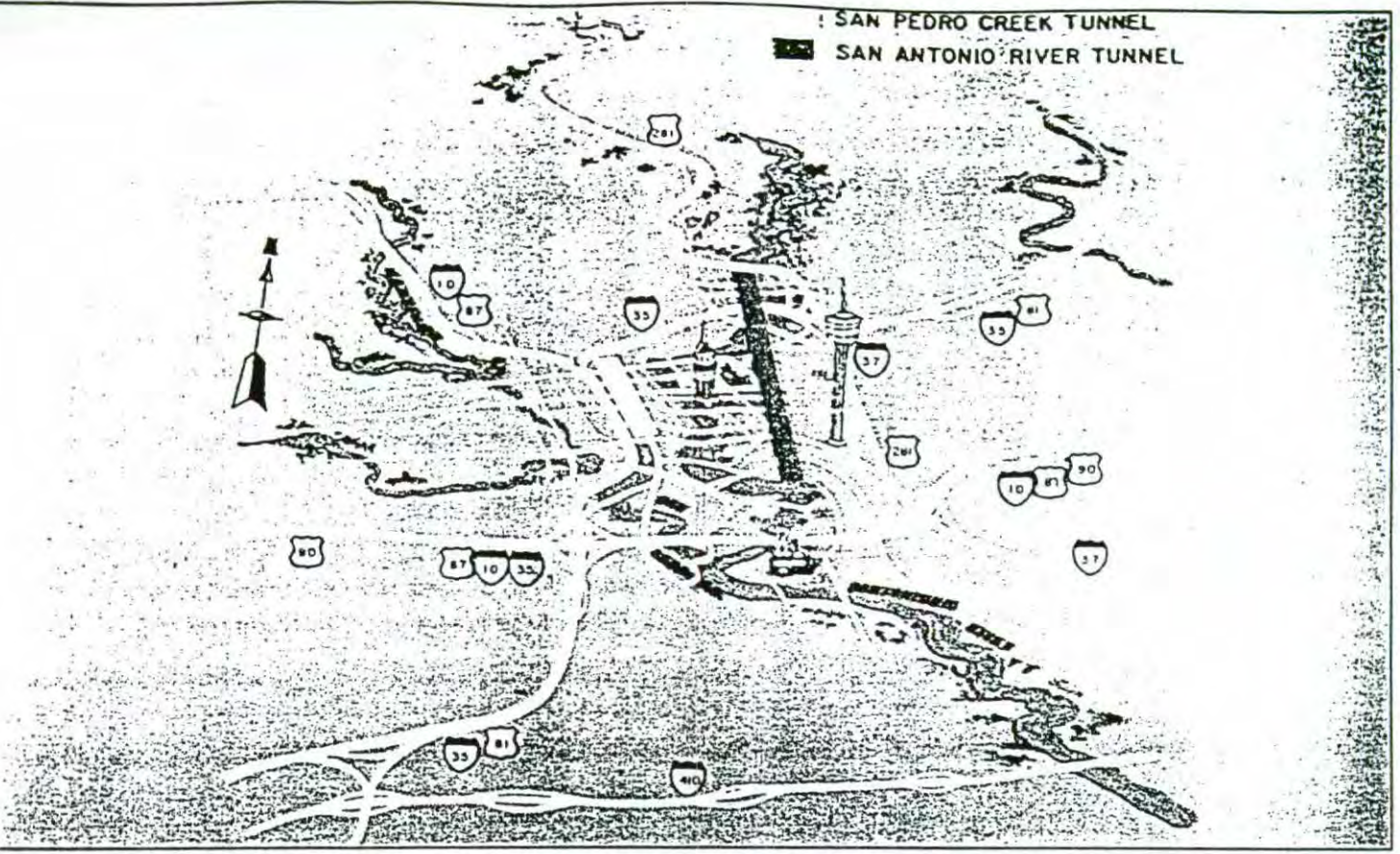
Funded by the city general fund, PARC has 32 employees that work directly with the River Walk. Fifteen gardeners spend 30% of their time watering the plants and 70% of their time picking up trash. Pictured below is a barge that is used by the gardening staff. The barge is equipped with a pump that delivers the water to the plants from the river.



Rarely seen on the River Walk is an overflowing trash can. The gardeners constantly make rounds during the day picking up loose trash. As trash cans begin to fill, the bags are pulled, tied off and placed next to or behind the trash can which has been supplied a new bag. At periodic times during the day, the barge will stop and pick up the bags and deliver them to the PARC depot for disposal. This system is discreet and relatively unnoticed.

Three full time electricians maintain the lighting on the River Walk. Important to the ambiance of the River Walk is the balance between security and aesthetics. PARC is constantly experimenting with lighting that achieves both.

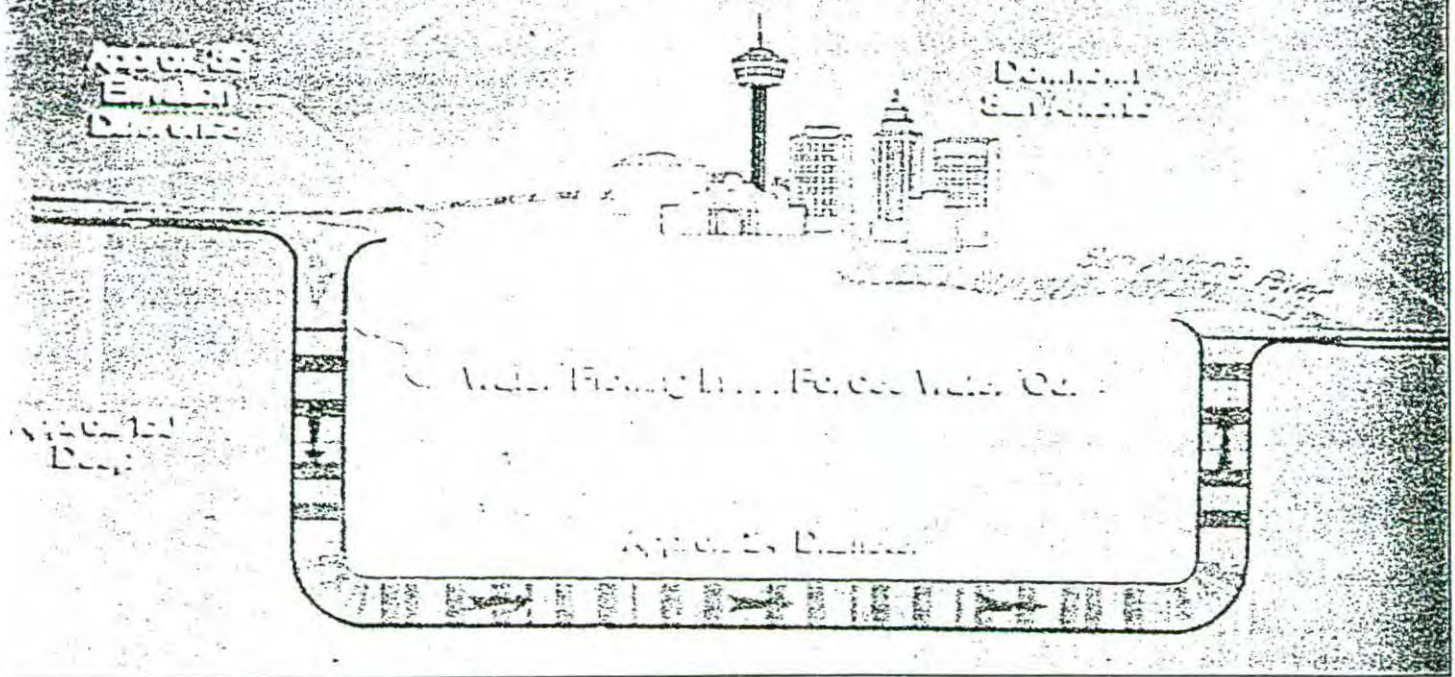
PARC officials are concerned with an overpopulation of pigeons. Whereas the birds do add to the natural appeal and park like setting on the River Walk, a reduction of 75% is preferred. The birds are attracted to human food and have been known to dive at restaurant wait staff carrying food to the



AERIAL VIEW OF SAN ANTONIO FROM THE SOUTH SHOWS ROUTES OF SAN PEDRO CREEK AND SAN ANTONIO RIVER FLOOD TUNNELS.

# San Antonio River Flood Tunnel

## How Does It Work?



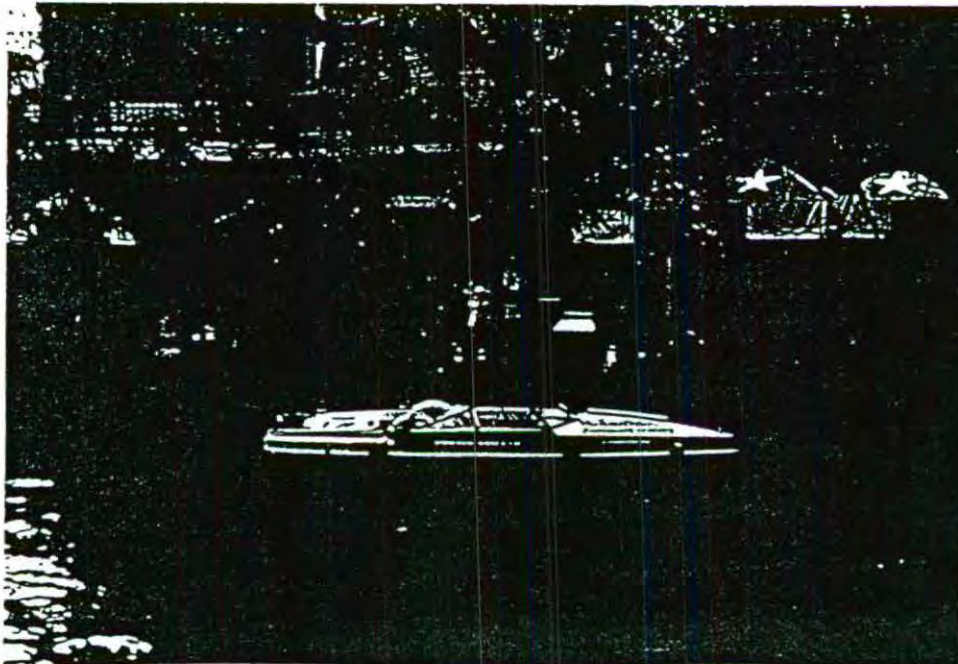
CROSS-SECTION EAST THROUGH DOWNTOWN SHOWS HOW THE SAN ANTONIO RIVER FLOOD TUNNEL DIVERTS RUNOFF FROM NEAR ACKENRIDGE PARK, LEFT, UNDER THE CITY TO THE OUTLET NEAR LONE STAR BREWERY. *San Antonio River Authority Drawings*

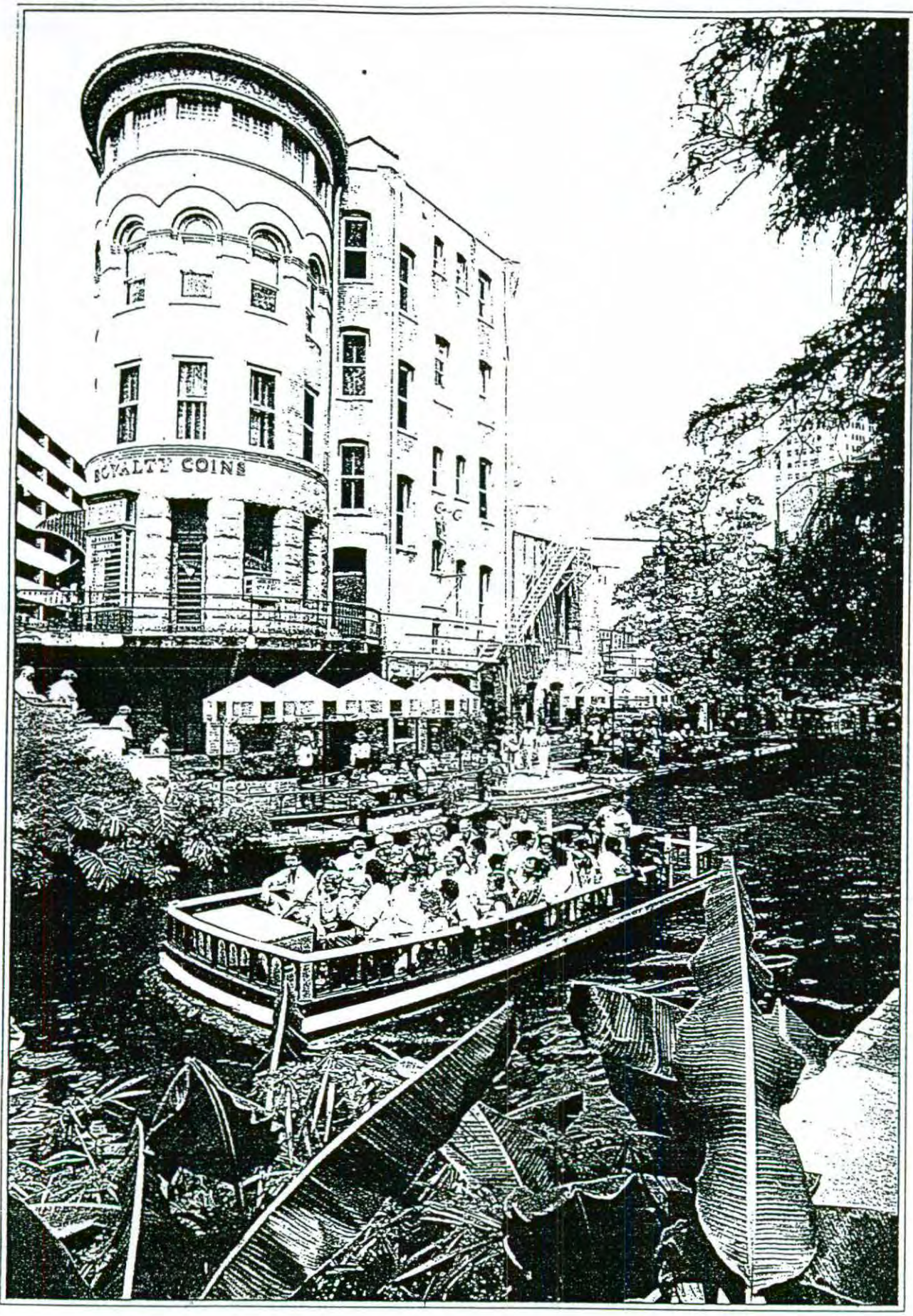
tables. Tourists unknowingly contribute to this problem by feeding the birds. The birds nest primarily in the rooftops of the nearby buildings as they are discouraged from roosting under the bridges where barges and people are likely to travel. Being a government entity, PARD is limited in what they can do about eliminating some of the birds and simply relocating them has proven unsuccessful. Whereas pests such as snakes and mosquitos are not a problem, rats are. The root cause for rodent infestation is lack of prevention by some restaurants. When monitored tightly, this problem is contained.

During certain times of the year when rainfall is scarce the river suffers from low oxygenation. Located in the River Center Extension is a well that pumps water from the Edwards Aquifer into the river creating flow toward the natural bend. However, it is insufficient when not working in conjunction with the river's natural flow.

Low oxygenation causes problems for the fish and other marine life. The river takes on a green tint, a stagnant odor, and suffocates the fish when the problem is at its worse. One solution that is being implemented is also the solution being sought to control flooding. Currently under construction is the San Antonio River Flood Tunnel, pictured on the facing page, which is expected to be completed in 1996. The tunnel is 16,082 feet long with an inside diameter of 24 feet and 4 inches, holding approximately 58 million gallons of water, all located approximately 150 feet below the ground. The tunnel begins at Josephine Street south of Breckenridge Park and ends north of Lone Star Boulevard. The tunnel will divert flood waters when necessary and reverse-flow pumps will recycle the river when natural flow falls below acceptable levels.

Given that the River Walk is a city park, Park Rangers monitor the safety and enforce River Walk policies. Park Rangers are considered by the public to be easier to approach than are police officers. The rangers operate on foot and also have a patrol boat, pictured below, which makes their presence very obvious. Like any other urban public place, vagrants inhabit the River Walk from time to time. The Park Rangers are charged with the responsibility of minimizing this problem, and seem to do it quite well.





Missing entirely from the River Walk are guardrail that would prevent pedestrian entry into the river. It seems that there have been very few instances where someone has fallen in. The perceived depth is greater than it actually is because of the constant boat activity on a natural river bottom, stirring up the silt and making the river somewhat cloudy. Except for the bypass channel, the river is only three feet deep. If anyone fell in, they would be able to stand up and walk to shore. The bypass channel is 20 feet deep, making life preservers required on the water taxi's that travel that part of the river.

### Water Taxi Operation

The City of San Antonio has been leasing the boat concession since 1948 to PDR Boats Company, Inc. The contract is renewed every seven years with the next renewal in 1995. A copy of the contract is included as exhibit E. The main reason that the concession is leased to a private organization, is because of the hiring and firing constraints placed on government employers. Most of what goes on in the boat is presentation, and the private employers have the ability to be more selective based on the personality of the tour guide.

PDR uses two marinas, one at the City's Parks and Recreation Headquarters, and the other located under the Public Library on the constant level side of the flood control gates. There can be as many as 36 boats in operation at one time. Also in their fleet are one smaller supervisor boat and two maintenance boats capable of towing.

The metal boat hulls are constructed by a private vendor that builds expressly for PDR. The boats are powered by a small two-cycle motor that burns a gasoline and oil mixture. The Clean Air Act has prompted PDR to experiment with other forms of propulsion. Electric powered boats do not provide a sufficient total running time and require too much time to recharge. They were considering propane as an alternate fuel but had similar concerns about running and refueling times. The latest consideration has been a four-cycle gasoline motor.

The decking on the boats is done by PDR's carpenter staff. The building material used for decking and seating is plywood and lumber. Storage compartments for life preservers are located in the front of the boats. For general tours, the boats can seat approximately 35 to 40 people on four long benches that cover the length of the boat. For breakfast, lunch and dinner tours, the benches are removed and replaced with banquet tables and chairs. The water taxi service uses the exterior benches only.

The tours and taxi service cost \$3.00 per person and the meal tours can vary according to the menu and caterer. Most of the restaurants and hotels can cater on the river boats. Other services are available on the boats such as weddings and private parties.

The tour guides are responsible for both boat operations and leading the tours. They learn 35 to 40 points of interest and are required to point out 15 of them during the course of the tour. There is no



canned speech for which they are responsible, making every tour and tour guide unique. The training covers maritime operations as well as the points of interest on the river walk. The educational backgrounds of the guides range from high school graduates to law students. The main requirements are to be outgoing and have good people skills.

**Parking**

In all of downtown San Antonio there are 43,000 parking spaces. The City owns four parking garage structures of which all are near the River Walk (see below for rates and exhibit A for locations). Most of the parking is located in office buildings and hotels. The city leases all the land under the freeways from the State and charges \$1 per day, providing streetcar services to them for mostly downtown city employees.

City owned parking garages:					
Garage Name	Year Built	Spaces	Rates		
			Per ½ Hour	Max/Day	Monthly
Marina Garage	1968	459	\$0.75	\$4.50	\$45
River Bend Garage	1979	800	\$0.75	\$4.50	\$58
Hemisfair Garage	1987	1215	\$0.75	\$4.50	\$40
Mid City Garage	1985	935	\$0.75	\$4.50	\$58 -\$ 73

Source: PKF Consulting

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**The Future**

The River Walk has numerous hotel and other tourist related projects that are in the planning stages, and some more that have already begun construction. These projects could add more than 750 more hotel rooms to downtown San Antonio, all of which will have access to the River Walk.

The southern section of the river bend has two projects. First, the historic San Antonio Drug Company Building, located across the river from the Tower Life Building, is being renovated into a 140 all-suite hotel by Homewood Suites. Construction has already begun and is projected to open in the second or third quarter of 1995. The second is next to the Homewood Suites and will be new construction for a proposed 400 room hotel. The joint project by Alamosa Development and Gerald D. Hines is considering Omni or Westin as potential operators for the project.

The northern section of the river bend has five projects in various stages of planning of which two are presently under construction. Starting at the northern flood gate, the Petroleum Building, located across St. Mary's street from the La Mansion del Rio, is being renovated by local investors to a 135 all-suite independent hotel named La Posada Marquesa. The project stopped construction in February 1994 for lack of funds and remains an empty shell.

The next four projects concern the southern bank which runs next to Crockett street. Because this section of the River Walk is too narrow to develop, the City is funding construction that will provide River Walk access to those who develop along Crockett Street. That section of Crockett Street will become a bridge with restaurants and shops underneath.

Nearest the flood gate is the historic Aztec Theater which is being considered for renovation into a dinner theater. Next to the theater is the historic Karotkin building that the owners of La Mansion want to renovate into a 70 room luxury hotel. Continuing along Crockett Street and before Navarro Street is the Presidio Plaza. Estimated at \$14 million to build, it already has approval from the city to close Crockett Street when construction begins. The developers are presently waiting for final approval on certain aspects of their construction documents. Next to the Presidio Plaza but located along the river bank is the South Bank Project. The anchor tenant will be a Hard Rock Cafe. Other shops include a County Line Bar-B-Que, Fat Tuesdays, and locally owned Paesanos Restaurant. The South Bank project, presently under construction, will open in February of 1995.

On the ballot for 1994 is a bond issue that would extend the River Walk to the west of the main channel into Market Square. This would connect another significant portion of downtown San Antonio to the River Walk.

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### Conclusions

For over 20 years after the River Walk was built, no significant development took place. The concept was ahead of its time. Even after Hemisfair and through the 70's, the River Walk was still largely avoided by the locals for fear of it being unsafe. San Antonio was becoming suburbanized like most other large American cities, with the focus of retail activity occurring in and around regional malls.

Throughout the 80's, city planning officials, with electorate approval, invested public money to attract private investment. The River Center Mall brought the greatest increase in traffic to the River Walk because of its sophisticated marketing. What followed the River Center Project has been more progressive development as compared to the established operators. Information gathered from key city officials and the trade association has revealed that as new projects were completed, overall River Walk traffic has increased. Until the River Center Mall was completed in 1988, there was no reason in the minds of the locals to go downtown on a routine basis. San Antonio had to overcome the unsafe perception of an inner city while providing attractions worthy of the trip downtown.

The Woodlands already benefits from this in several ways by having some of the ingredients that San Antonio has lacked until recently. They are: a retail mall, a surrounding residential base, the perception of a crime free atmosphere, and a 10,000 seat amphitheater. These translate into a focal point of visitors and activities.

The Woodlands can learn from the San Antonio experience the following concepts: the importance of public supervision and enforcement of a theme unique to The Woodlands; the maintenance and development of public spaces as designated public park areas; the private operation of the water taxi; the private formation of a trade association to promote local and regional attractions; and the importance of all public and private entities working together.

DRAFT

### Recommendations

The first step is to designate a district to be governed by a committee whose board members are appointed by The Woodlands' elected officials. The composition of this committee should have a minimum number of registered professionals in the areas of engineering, land-scape architecture, and building architecture.

Through whatever means necessary, a distinctive architectural theme should be developed. Public support was crucial to the success and frequent passage of the bonds that paid for San Antonio's River Walk infrastructure. Getting as much input from The Woodlands' electorate and business owners as possible would further add to overall local participation.

The district should be supervised by the commission described above. A policy manual should be developed so as to insure strict adherence to the architectural theme. Zoning noise levels should be used to provide a variety in entertainment atmosphere along the River Walk. An example of this would be to group the clubs and outdoor fine dining restaurants away from each other.

Maintenance should be carried out much in the same way that San Antonio does with their Parks and Recreation Department. The Woodlands should retain ownership of enough land to support citywide events along the River Walk, leasing the land out to the operators who would take care of and use the land in their businesses, such as outdoor dining. The operators would be responsible for daily clean up and The Woodlands would be responsible for structural repair.

All buildings should have restaurant and retail space at the river level. Restaurant operators should be encouraged to develop some balcony or elevated outdoor dinning that would have preferred seating during citywide festivals. In order for the water taxi to be effective, all points of interest should be connected to the River Walk. Therefore, all new hotels should be encouraged to develop on the River Walk as well.

The water taxi should be run by a private firm. This arrangement works well in San Antonio because of the entertainment factor involved with giving tours and the restrictions that governmental entities have in managing human resources. The same would apply to The Woodlands.

A trade association of River Walk operators should be formed to attract local and regional participation by organizing frequent festivals, possibly around national holidays.

While San Antonio has rejected the idea of a casino on the River Walk, they embrace having one nearby. The Woodland's should give serious consideration to trying to attract a casino operator to their River Walk. While this is likely to be controversial with area residents, a casino could bring the entertainment critical mass which would allow the River Walk to become a tourist/entertainment destination

## Time Line of Important Events on the River Walk **DRAFT**

### 1962

- Hotel Additions: El Tropicano Hotel opened with 350 rooms as the first hotel built with River Walk access, located at the end of the northern extension of the River Walk
- River Walk District and River Walk Advisory Commission (RWAC) was established by city ordinance.
- RWAC commissioned the Master Plan of Paseo Del Rio.

### 1964

- \$30 million bond election was passed that provided for municipal improvements to the river bend area and the construction of the Convention Center.
- The Paseo Del Rio Association was formed as a part of the Chamber of Commerce

### 1965-1966

- Citywide preparation for Hemisfair.

### 1967

- Bawanadik's Night Club opened with 6,000 square feet at 421 E. Commerce.
- Little Rhein Steak House opened with 250 seats at 231 South Alamo.
- La Paloma Del Rio opened with 180 seats at 215 Losoya.
- River Square opened with Kangaroo Court.
- First year for St. Patrick's Day River Dyeing.

### 1968

- Hotel Additions: Travelodge La Villita with 133 rooms and RW access.  
Hilton Palacio Del Rio with 482 rooms and RW access, built of modular construction and assembled in 202 days.  
La Mansion Hotel with 337 rooms and RW access.  
Alamo Travelodge with 81 rooms.
- Total Hotel Supply: 2,639 rooms in downtown San Antonio of which 1,302 rooms are located on the River Walk.
- The Paseo Del Rio Association was incorporated into a separate organization receiving funds from membership dues and event sponsorship.
- The second major River Walk extension was completed and opens into the new Convention Center in time for Hemisfair.
- The City Marina and Parking Garage with 459 spaces was completed, located next to the Convention Center.
- San Antonio's World Exhibition Hemisfair.
- First year for Scout Canoe Race.

1971

- Hotel Addition: Travelodge on the River with 133 rooms.
- The third major extension to the King William District of the River Walk was completed.
- Fig Tree fine dining opened with 95 seats between Little Rhein Steak House on La Villita at 231 South Alamo Street and the Arneson River Theater.

1972

- First year Fiesta Mariachi Festival to include the River Walk.

1973

- The River Corridor Feasibility Study was commissioned.

1975

- Centro 21 begins study of River Walk.
- Michelino's opened with 190 seats at 521 Riverwalk.

1976

- Mr. Ice Cream opened with 27 seats at 432 East Commerce.

1979

- At the recommendation of Centro 21, the City Marina was moved to make room for the Marriott RW.
- Hotel Addition: Marriott River Walk with 500 Rooms.

1980

- Losoya Building renovated to provide restaurant space.
- Hotel Addition: Hyatt Regency with 633 rooms.
- The Paseo Del Alamo Pedestrian Extension is completed in conjunction with the Hyatt.
- River Square renovates street level for retail space.

1981

- Casino Club building renovated to provide street level retail (3,600 square feet), two river level restaurants with 305 seats, and an ice cream parlor with 25 seats. Upper floors were converted to apartments that rent for \$0.85 cents per square foot.

1982

- First year for Holiday Lighting and River Walk Parade.

1983

- First year for Pachanga Del Rio restaurant hop.

**1984**

- Bawanadik's Night Club closed.

**1985**

- Nix Hospital was renovated at the river level to make room for Dick's Last Resort with 287 seats.
- Cafe Ole opened with 125 seats at 521 Riverwalk next to Michelino's
- First year for Mud Festival during annual river draining.

**1986**

- Boudro's on the River Walk opened with 150 seats at 421 E. Commerce (former location of Bawanadik's).
- Convention Center expanded in order to manage two large meetings simultaneously.

**1987**

- New Hotel Addition: Holiday Inn River Walk with 313 rooms.

**1988**

- The fifth extension of the River Walk was completed into the River Center Mall with a turning basin.
- Hotel Addition: Marriott River Center with 1,000 Rooms.
- River Center Mall opened with 120 specialty shops, Dillard's, Foley's, an Imax Theater, and two parking garages with 2,000 spaces.
- The Menger Hotel is renovated, adding retail space and 17 rooms.
- First year for River Center Christmas Pageant.

**1991**

- Hotel Renovation: El Tropicano becomes Holiday Inn River Walk North.

**1992**

- River Walk Advisory Commission, Fine Arts Review Board, and Historic Review Board were combined into the Department of Planning, Historic Preservation and Urban Design Division.

**1993**

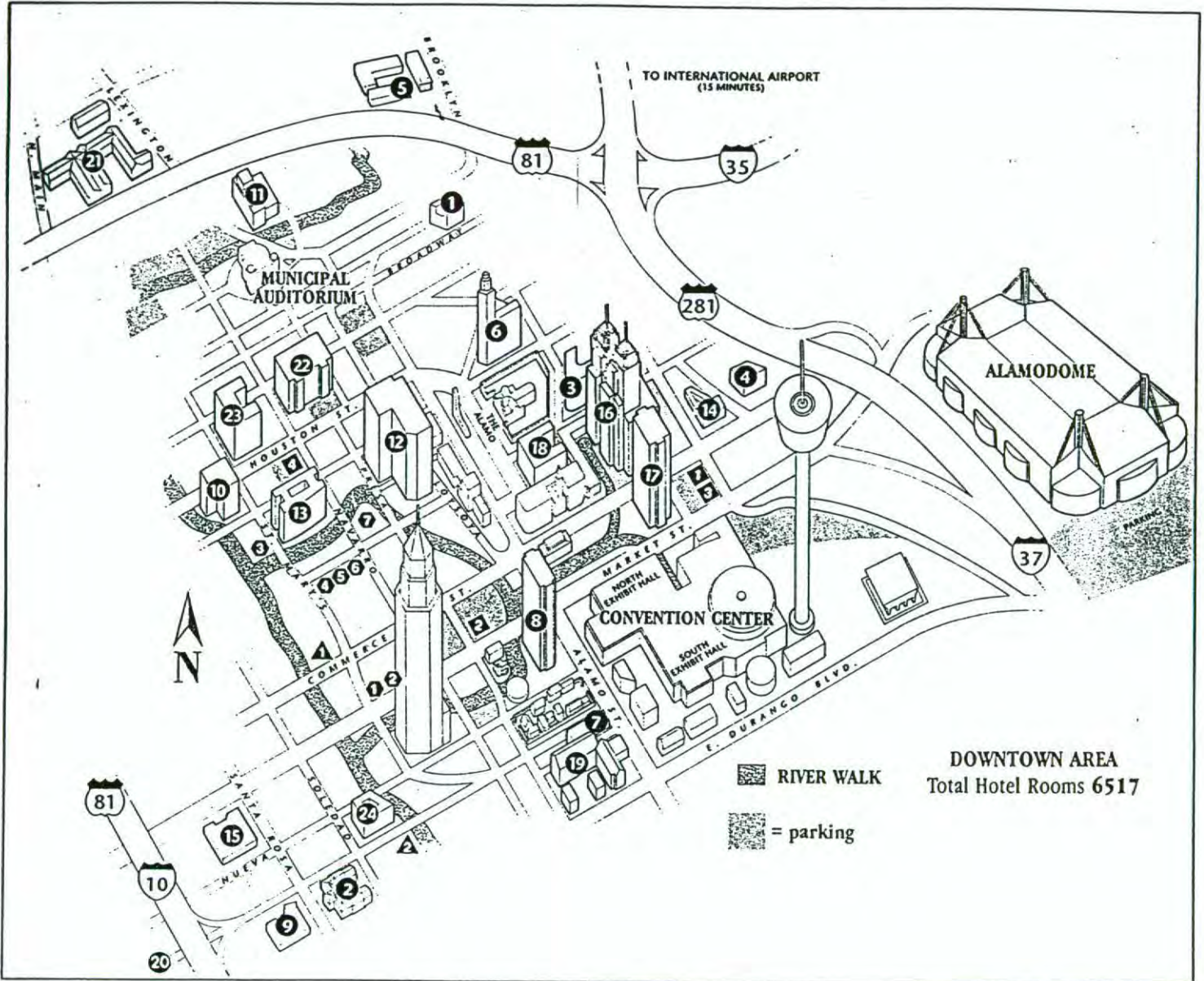
- Eckerd's Drugstore opened with 4,500 square feet at 211 Losoya Street (building was previously vacant for 60 years).
- The Alamodome opened with 160,000 gross square feet of contiguous exhibit space or Stadium seating for 65,000 people.
- First Annual Alamo Bowl.

**1994**

- Construction begins on South Bank Project that will have a Hard Rock Cafe as its anchor.
- Travelodge on the River becomes the Howard Johnson's on the River.



## Downtown San Antonio and River Walk



**DOWNTOWN AREA**  
Total Hotel Rooms 6517

### PARKING

- 1 Marina Garage • 459 Spaces
- 2 Riverbend Garage • 800 Spaces
- 3 Hemisfair Garage • 1,215 Spaces
- 4 Mid City Garage • 935 Spaces

### NEW DEVELOPMENT

- 1 Homewood Suites • 140
- 2 Proposed Hotel • 400
- 3 La Posada Marquesa • 135
- 4 Aztec Theater
- 5 Proposed Luxury Hotel • 70
- 6 Presidio Plaza
- 7 South Bank

### HOTELS WITH NUMBER OF ROOMS

- |  |  |   |
|--|--|---|
| 1 Alamo Travelodge • 81                      | 8 Hilton Palacio del Rio • 482                 | 16 Marriott Rivercenter • 1000              |
| 2 Courtyard by Marriott/<br>Downtown • 149   | 9 Holiday Inn Downtown/<br>Market Square • 318 | 17 Marriott Riverwalk • 500                 |
| 3 Crockett Hotel • 206                       | 10 Holiday Inn River Walk • 313                | 18 Menger Hotel • 320                       |
| 4 Downtowner Motel by the<br>Alamo • 81      | 11 Holiday Inn River Walk<br>North • 324       | 19 Plaza San Antonio • 252                  |
| 5 Elmira Motor Inn • 110                     | 12 Hyatt Regency San Antonio • 631             | 20 Radisson Downtown/Market<br>Square • 250 |
| 6 Emily Morgan Hotel at Alamo<br>Plaza • 177 | 13 La Mansion del Rio • 337                    | 21 Rodeway Inn Downtown • 128               |
| 7 Fairmount Hotel • 36                       | 14 La Quinta Convention Center • 140           | 22 St. Anthony Hotel • 350                  |
|  | 15 La Quinta Market Square • 124               | 23 Sheraton Gunter Hotel • 325              |
|  |  | 24 Travelodge on the River • 133            |

### OTHER

- ▲ PARD Marina
- ▲ Public Library with Marina

San Antonio Convention Statistics and Hotel Supply					
Calendar Year	Number of Conventions	Number of Room Nights	Dollars Spent	New Hotel Rooms	Total Hotel Rooms
Before 1968					1,606
1968				1033	2,639
1969	258	200,277	\$17.9		2,639
1970	284	233,320	\$21.0		2,639
1971	335	233,761	\$21.6		2,639
1972	227	264,801	\$23.9		2,639
1973	330	267,562	\$24.1		2,639
1974	403	300,025	\$27.1		2,639
1975	415	323,440	\$29.3		2,639
1976	465	308,396	\$27.8		2,639
1977	434	287,910	\$29.6		2,639
1978	488	329,816	\$34.1	446	3,085
1979	689	378,387	\$38.9	752	3,837
1980	708	432,702	\$41.4	631	4,468
1981	671	512,479	\$49.0		4,468
1982	721	531,142	\$55.9	124	4,592
1983	832	595,377	\$68.9		4,592
1984	791	614,802	\$73.5		4,592
1985	899	599,645	\$71.7	213	4,805
1986	954	578,392	\$125.4		4,805
1987	852	534,065	\$115.4	313	5,118
1988	897	685,320	\$279.2	1000	6,118
1989	1,089	728,641	\$319.5		6,118
1990	1,128	797,055	\$375.2	149	6,267
1991	1,142	764,825	\$386.6		6,267
1992	1,219	786,591	\$369.9		6,267
1993	1,597	976,732	\$472.0	250	6,517

Source: San Antonio Convention and Visitors Bureau

**EXHIBIT D**

The River Walk Policy Guide Lines

# **RIVER WALK POLICY GUIDELINES**

San Antonio, Texas  
Adopted by City Council Ordinance 69351

APRIL 27, 1989

# ACKNOWLEDGEMENTS

## MAYOR

HENRY G. CISNEROS

## CITY COUNCIL

MARIA ANTONIETTA BERRIOZABAL  
JOE WEBB  
HELEN DUTMER  
FRANK WING  
WALTER MARTINEZ

BOB THOMPSON  
YOLANDA VERA  
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WEIR LABATT  
JAMES HASSLOCHER

## RIVERWALK ADVISORY COMMISSION MEMBERS

RUDOLPH F. RODRIGUEZ, Chairman  
BEVERLY DUDLEY, Vice Chairman  
DORIS IRBY, Long Range Planning  
JOHN GRIESHABER  
B.J. LUNSFORD

HUMBERTO SALDANA  
CHRISTINA GARCIA  
CINDY THOMAS  
ANN MARIA WATSON  
DANIEL TALBOT

JOEL REITZER

## RIVERWALK ADVISORY COMMISSION ADVISORS

JAMES HAYNE  
MANUEL LIZCANO  
DAVID STRAUS

## CITY MANAGER

LOUIS J. FOX

## ASSISTANT CITY MANAGER

J. ROLANDO BONO

## PARKS AND RECREATION DEPARTMENT DIRECTOR

RONALD R. DARNER

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*Note: Application form and Point System form are included in the back of the Manual. Additional forms are available from the Parks & Recreation Department, 299-8480.*

# CHAPTER I

## THE RIVER WALK ADVISORY COMMISSION

1. **ITS PURPOSE:** The River Walk Advisory Commission, created by City Council Ordinance 30238, March 28, 1962, is an advisory body in all matters pertaining to activities, renovation, and development on the River Walk, as well as other areas of the River specifically outlined in the applicable ordinance.
2. **ITS MEETINGS:** The River Walk Advisory Commission meets monthly at a time and place designated by the Chairperson, and at such other times as may be necessary to carry out its responsibilities.

All meetings are open to the public. River Walk property owners, tenants and entrepreneurs are welcome to attend any or all meetings.

Confirmation of date, time and location of scheduled meeting can be made by contacting the Director's Office, Department of Parks and Recreation, at 299-8480.

3. **ITS RESPONSIBILITIES:** Within the context of its established purpose, the River Walk Advisory Commission functions in the following capacities:
  - a. It recommends and oversees guidelines established by City Council to preserve and protect the distinctive character and the vibrant atmosphere of the San Antonio River.
  - b. It reviews and approves or disapproves all applications for development, renovation, and activities on or affecting the River Walk area. Visual impact of the proposed development and/or construction is taken into consideration.
  - c. It advises the Director of Building Inspections, Director of Parks and Recreation, the City Manager, and the City Council concerning all applications for building permits within the designated River Walk jurisdiction area.
  - d. It advises the City concerning the granting of licenses, permits, concessions, and other privileges involving the use of city-owned property along that portion of the San Antonio River under the River Walk Commission's jurisdiction.
4. **COMPOSITION OF RIVER WALK COMMISSION:** Composition of River Walk Advisory Commission shall consist of eleven (11) members (one each appointed per Council person and Mayor). Three (3) members shall be registered professionals in the following categories: engineering, landscape architecture, or architecture.
5. **TERM OF OFFICE OF MEMBERS:** Term of office for commission members shall not exceed two years, and a limit of three consecutive two-year terms shall be imposed or as amended by City Council action.
6. If a commission member's attendance at regularly scheduled meetings falls below 50 percent on an annual basis from the appointment date or a member misses three regularly scheduled consecutive meetings, the member will be asked to resign by the City Council. Absences may be formally excused by the other commission members by majority vote at the meeting.
7. All other policy statements in effect that are applicable to Council-created advisory boards and commissions shall also apply to the River Walk Advisory Commission.
8. **ADVISORS:** The River Walk Advisory Commission shall have the power to elect three (3) advisors for a one year term. Advisors shall be subject to same guidelines established for Commission members indicated in 6. above.
9. **ELECTION OF CHAIRPERSON AND VICE CHAIRPERSON:** The commission will elect from its membership a Chairperson and Vice Chairperson. The Chairperson will preside at the monthly meetings and will call special meetings as the need arises. In the Chairperson's absence, the Vice Chairperson will assume the responsibilities of the Chairperson.

Term of office shall be for a one-year period. Elections will take place at the July meeting. The Chairperson and Vice Chairperson may be re-elected but may serve only two consecutive terms.

## CHAPTER II

### PROCEDURES FOR OBTAINING APPROVAL FOR NEW CONSTRUCTION, REDEVELOPMENT, OR RENOVATION (MAJOR CATEGORY)

1. **GENERAL INFORMATION:** As discussed in Chapter I of this manual, the River Walk Advisory Commission is a body established by the City Council to review and advise on all matters pertaining to activities and development of the River Walk area. The procedures outlined in this chapter are to be followed to obtain approval for new construction, redevelopment, or renovation of a major category.

The River Walk Policy Guidelines (Manual) shall be available from the Parks and Recreation Department, P.O. Box 839966, San Antonio, Texas 78283-3966 for a fee set by the Director of Parks and Recreation to cover printing and handling costs.

The River Walk Manual contains the concepts and evaluation criteria the River Walk Advisory Commission and staff will utilize in reviewing proposed new construction, redevelopment, or renovation.

The River Walk Advisory Commission must approve any proposed exterior renovation, alteration, modification, or development of property (private and leased city-owned property) on the River Walk. Application forms to request consideration by the River Walk Advisory Commission are available by contacting the Director's Office staff, Department of Parks and Recreation, 299-8480.

A part of the application form is a Point System Form which summarizes the Applicant's proposal into a concise synthesis for ease of comprehensively visualizing the proposed construction, redevelopment, or renovation, its impact on the River Walk, and the Commission's decision and recommendations. The form is divided into four major headings: 1.1 Data Base; 1.2 Infrastructure Checklist; 1.3 San Antonio River Walk Advisory Commission Evaluation Criteria; and 1.4 Disposition and Recommendations.

The Applicant, in coordination with the River Walk Advisory Commission staff, will complete the information required in items 1.1 and 1.2 before scheduling the proposal on the River Walk Commission's agenda for consideration.

This general statement on the evaluation criteria provides a comprehensive and consistent method of evaluating how well a redevelopment or new development has been integrated into its respective setting. The point system allocates values that range from a +3 (highest assigned value), to a 0 (satisfactory, neither unique nor detrimental), to -3 (lowest assigned value). The following evaluation criteria will be utilized by the Commission members in assigning the various value ranges to the specific development, design, and functional criteria:

- +3 The proposed solution exceeds base guidelines for development, design, and functional approval, and documentation suggests a substantial effort has been made to produce attractive, complementary, and practical contributions to the River Walk environment.
- +2 A good all-around solution; offers many positive attributes.
- +1 Project favorably meets ordinances, contributes to the area but falls short of what could have been offered.
- 0 Project meets bare minimum (ordinances in use) and is decent, safe, and sanitary.
- 1 Project falls short of meeting criteria and existing ordinances.
- 2 Proposed development falls well below minimum standards of this document and of ordinances in use; lacks adequate presentation.
- 3 Proposed development is poor solution; clearly does not meet suggested criteria nor ordinances; development is not decent, safe, or sanitary and is not a complementary addition to the River Walk area. Lacks presentation drawings and study models.



- e. The entire application package must be submitted to the Director's Office, Department of Parks and Recreation not later than seven days prior to the scheduled meeting. Package includes above items b., c., and d., where applicable. Requests which are not accompanied by all applicable items will not be placed on the agenda for consideration by the River Walk Advisory Commission.
  - f. A presentation by the applicant is required to be made at the scheduled meeting of the River Walk Advisory Commission.
  - g. Conceptual plans on all major projects must be presented and approved by the Commission prior to final construction details. Failure to present conceptual or preliminary plans on all major projects could likely delay the project.
  - h. Once conceptual plans are approved by the Commission, applicant must re-apply for consideration of final construction plans. Procedures listed in 3. b., c. d., e., and f. above must be followed. Any changes and supplemental information to Conceptual plans must be submitted on final plans. Approved plans will be retained by the Director of Building Inspections and the Director of Parks and Recreation.
  - i. "Approval in Concept": In the event a project is presented to the Commission and it is deemed to be (a) incomplete; or (b) the overall project is acceptable, but certain portions are not approved; or (c) the Commission recommends certain changes, an "approval in concept" is given to the Applicant. A resubmission is required which incorporates the Commission's recommendations or changes before final approval can be given to the applicant.
4. DENIAL OF A PERMIT AND APPEAL PROCEDURE: Applicants whose requests for development, renovation, or activity are denied by the River Walk Advisory Commission can appeal to City Council for a final decision.
  5. APPROVAL EXPIRATION: If the River Walk Advisory Commission approves plans for new construction, major renovation or redevelopment, and the Applicant has not begun construction to implement said plans within two years following date of approval, approval shall expire, and he/she must re-apply to the Commission for approval to construct. The Commission, at its discretion, may renew the approval for another one (1) year period.
  6. Applicant is reminded that approval may not be limited to the River Walk Advisory Commission. It may be necessary for him/her to seek approval from the Historic Review Board (contact City Historic Preservation Office) and/or the Fine Arts Commission (contact City Planning Department).

## CHAPTER III

### PROCEDURES FOR OBTAINING APPROVAL FOR CONSTRUCTION, REDEVELOPMENT, OR RENOVATION

#### (MINOR CATEGORY)

1. GENERAL INFORMATION: The procedures outlined in this chapter are to be followed to obtain approval for construction, redevelopment, or renovation of a minor category.

As mentioned in Chapter II, the River Walk Manual contains the concepts and evaluation criteria the River Walk Advisory Commission and staff will utilize in reviewing all proposed construction, redevelopment, or renovation.

The River Walk Advisory Commission must approve any proposed exterior renovation, alteration, modification, or development of property (private and leased city-owned property) on the River Walk. Application forms to request consideration by the River Walk Advisory Commission are available by contacting the Director's Office staff, Department of Parks and Recreation, 299-8480.

2. PREPARATION OF PLANS AND REVIEW PROCEDURES:
  - a. Familiarization with the Manual and applicable ordinances. Its use is strongly recommended to guide private property owners and tenants as well as future businesses on the River Walk.
  - b. Preparation of plans for minor construction, reconstruction, or redevelopment in sufficient detail to show, where applicable, the following:
    - 1) Proposed design or layout;
    - 2) Materials (samples);
    - 3) Lighting, indicate from which source the electrical power will come;
    - 4) Graphics (signage) if new or to be changed;
    - 5) Furniture and seating plan;
    - 6) Awnings/umbrellas;
    - 7) Landscaping;
    - 8) Colors (samples);
    - 9) Plans must include dimensions and the building's relationship to other adjacent buildings;
    - 10) Other details that will assist the Commission to understand the request, such as photographs, etc.
  - c. Applicant must submit a completed application to the Department of Parks and Recreation.  
If applicant is a tenant and is requesting to make improvements on leased public or private property, a letter indicating property owner's approval for changes or modifications to existing conditions must be submitted with application.
  - d. The entire application package must be submitted to the Director's Office, Department of Parks and Recreation not later than seven days prior to the scheduled meeting. Package includes above items b. and c., where applicable. Requests which are not accompanied by all applicable items will not be placed on the agenda for consideration by the River Walk Advisory Commission.
  - e. A presentation by the applicant is required to be made at the scheduled meeting of the River Walk Advisory Commission.
3. DENIAL OF A PERMIT AND APPEAL PROCEDURE: Applicants whose requests for development, renovation, or activity are denied by the River Walk Advisory Commission can appeal to City Council for a final decision.

# CHAPTER IV

## BUILDING/PROPERTY IMPROVEMENTS AND DESIGN RECOMMENDATIONS

1. **GENERAL:** Preservation of the distinctive character, natural beauty and maintenance of the charm and atmosphere of old San Antonio in River Walk buildings and properties is the principle that must guide all new construction or remodeling on the River Walk. To that end these policies and procedures are established.
2. **DEFINITIONS:** Policies and procedures outlined herein apply to the area as defined by the following:
  - a. **River Walk Area:** The San Antonio River Walk area is that area along the San Antonio River at the South Alamo Street bridge upstream to the McAllister Freeway (U.S. 281), including the Riverbend and all man-made extensions, from the water's edge to private property lines and all private and public property abutting thereon. Said area shall also include public property extending from the San Antonio River east to Alamo Street, which area is known as the Paseo del Alamo.
  - b. **River Walk Easement:** The River Walk easement is that portion of the River Walk area from the water's edge of the San Antonio River to the private property lines.
3. **NEW CONSTRUCTION:** The general exterior styling of architecture of any new building in the River Walk area must conform to or be in sympathy with early San Antonio architecture. It should include landscaping and walks which blend with and become a part of the natural landscaping of the River Walk. Proposed materials must be complementary to existing materials. Design recommendations outlined in paragraph 5 below are offered as a guide to accomplish the aforesaid objectives.
4. **RESTRICTIONS:**
  - a. **Alterations, Style and Architecture:** All work performed on the exterior of any building within the River Walk area must follow the styling and architecture guidelines outlined for new construction in paragraph 3 above. Design should be guided by the recommendations presented in paragraph 5.
  - b. **Balconies:** No balcony will be added to an existing building without prior approval of the Commission. An adequate vertical clearance will be maintained. The River Walk Commission recommends that no overhang be placed over the River Walk sidewalk; however, each request will be approved or disapproved on a case by case basis. Wrought iron, wood railings or other indigenous materials are recommended for exterior balconies, as applicable. (Refer to Chapter 45 of the Uniform Building Code for further restrictions.)
  - c. **Encroachment:** No construction, improvements, structures, decorations, or displays will be undertaken or placed on the River Walk easement without the written approval of the Commission. No removal, damage to, change or addition to trees, plants or landscaping shall be done without prior written approval of the River Walk Commission and/or the Director of Parks and Recreation.
5. **DESIGN RECOMMENDATIONS:** Besides the individuality that each building may have, it is desirable for each building's relationship to neighboring structures, as well as the Paseo del Rio in general, to be complementary. Sensitivity in design and harmonious blending cannot be overemphasized. No pat formula or design system will magically produce the desired result. To aid in promoting this goal, the following suggestions concerning certain materials and specific items are offered as a guide. San Antonio has many excellent craftsmen in pottery, metalwork and wood carving whose skills may be utilized effectively. The applicant is urged to seek consultation from appropriate qualified professionals when formulating his plans prior to their presentation.

Original plans by Robert H.H. Hugman provide valuable guidance to the developer on the River Walk and are available for viewing by appointment at the Parks and Recreation Department offices. Mr. Hugman's plans set the theme for the construction and development of the River Walk, and the Commission recommends adherence to the spirit of those plans when renovation, alteration, or new development is planned.

# CHAPTER V

## SIGN RESTRICTIONS ALONG THE SAN ANTONIO RIVER WALK

1. **GENERAL:** Sign regulations governing the River Walk area are found in Chapter 28, Sections 199-217 of the City Code. Only signage that follows the guidelines listed in Chapter 28 of the City Code and Chapter V of this Manual can be installed on the River Walk.
2. **AREA DEFINED:** The San Antonio River Walk area is that area along the San Antonio River at the South Alamo Street bridge upstream to the McAllister Freeway (U.S. 281), including the Riverbend and all man-made extensions, from the water's edge to private property lines and all private and public property abutting thereon. Said area shall also include public property extending from the San Antonio River east to Alamo Street, which area is known as the Paseo del Alamo.
3. **GENERAL REGULATIONS:**
  - a. The display of signs and other graphics along the River Walk shall not be permitted except as provided for in this ordinance. This prohibition specifically includes billboards, credit card decals, menus, except as indicated in paragraph d. below, and other signs of a miscellaneous character.
  - b. No signs shall be displayed from the parapet or roof of any building along the San Antonio River Walk.
  - c. No sign, visual display, or graphic shall be placed in the River Walk area unless the sign relates to the River Walk area or advertises a bona fide business conducted in, or on premises adjacent to, the River Walk area. Only those businesses which have an entrance directly onto the River Walk may display a sign or graphic.
  - d. Only one sign shall be allowed for each store, shop, restaurant, nightclub, or place of business in the River Walk area. In addition to a sign, establishments serving food or beverages may erect a menu board, which shall be used only for displaying menus.
  - e. To be eligible to display a menu board, an establishment must derive seventy-five percent (75%) or more of its gross revenue from the sale of food or beverages. Overall maximum size for a menu board is 360 square inches.  
Name of restaurant/nightclub may not be displayed on the menu board if business has another sign installed on premises. It is permissible for the name of the restaurant to be placed on the actual menu. The established logo of a business is considered a sign.
  - f. Signage advertising brand name products may not be placed on umbrellas, which are located on outdoor patio areas.
  - g. Buildings with several businesses may be permitted to install directory signage in lieu of individual signs.
  - h. The maximum allowable size for any sign in the River Walk area shall be eight (8) square feet. If a building surface is used for signage, the letters or design shall not exceed a surface area of eight (8) square feet.
  - i. Banners, used in conjunction with scheduled events, may be permitted with prior approval by the River Walk Commission and/or the Special Events Committee at the Ameson River Theatre, Rivercenter Turning Basin, and the Convention Center Turning Basin.
4. **PROCEDURES:**
  - a. Application for sign, menu board, display, or graphic approval may be made upon forms provided by the Director's Office, Department of Parks and Recreation. The application shall be accompanied by plans or drawings detailing dimensions, in addition to specifications as necessary to fully advise the Director and the River Walk Advisory Commission of the type, size, shape, location, and construction of the proposed sign, menu board, display, or graphic. The Applicant shall also note what type of materials will be used to make the sign, menu board, display, or graphic, in addition to method of mounting and exact location of same.
  - b. Upon receipt of a completed application for a sign, menu board, display, or graphic permit, along with the required plans, the Director of Parks and Recreation shall place it on the agenda for River Walk Advisory Commission consideration.

# CHAPTER VI

## MAINTENANCE, CLEANLINESS AND DRAINAGE RESTRICTIONS

### 1. GENERAL:

- a. Areas covered by the policies outlined in this chapter are defined in Chapter IV, Section 2. a.
- b. All improvements on private property, improvements by private capital on public property, boats or barges operating in these areas, trees, shrubs, plants and other landscaping located in the aforementioned areas are covered by the regulations and restrictions outlined herein.

### 2. MAINTENANCE AND CLEANLINESS:

- a. All walks, stairways and patios installed by private property owners or tenants on public or private property shall be maintained in good repair. Broken paving, cracks and loose stones or bricks or other paving material must be promptly repaired with matching materials.
- b. All trees, grass, ground cover, shrubs, and other landscape materials planted by private property owners or tenants on private or public property must be properly maintained and cared for by the business operator using the planted area unless otherwise agreed to by the City of San Antonio and property owner.
- c. All improvements, furniture and fixtures, buildings, walks or fences shall be kept in good repair and shall be kept painted so as to maintain a presentable appearance. Signs, menu boards, displays, and graphics shall also be maintained in a good state of repair.
- d. All lighting installed by property owners or tenants must be kept in good and safe repair. All burned out bulbs must be replaced promptly.
- e. All premises, including walks, patios, stairways, balconies, boats and barges, will be kept clean of any refuse, trash or garbage. The same must be swept or otherwise properly cleaned after each day's operation and at intervals during the day as the need arises.
- f. No trash, refuse, stones, bottles, paper, or other materials shall be swept or thrown into the river.

### 3. DRAINAGE:

- a. All downspouts or gutters draining water from roofs or parapets, shall be extended underground under walks and patios to the San Antonio River's edge so that such drainage will not erode or otherwise damage the River Walk, landscaping or river retaining walls.
- b. All piping and air conditioning waste water systems shall be kept in good repair. Water to be drained purposely from these systems, after being tested and adjudged free from pollution, shall be drained in the same manner prescribed in 3 a. above.

# CHAPTER VII

## POLICY GOVERNING CONCESSIONS AND LEASE OF PUBLIC PROPERTY IN THE RIVER WALK AREA

1. **GENERAL:** Contracts related to concessions and leases of City-owned property in the River Walk area must have City Council authorization before execution by the City Manager.

The River Walk Advisory Commission reviews these contracts and leases prior to Council consideration to insure that the spirit and intent of River Walk development and operation are preserved.

The Director of Parks and Recreation administers all contracts for use of city property leased to businesses, coordinates with concessionaires and private property owners on the River, and monitors activities on the River Walk to insure compliance with contracts, lease agreements, and River Walk Advisory Commission policies.

2. **EXISTING CONTRACTS:** The terms and specific provisions of existing contracts vary, depending upon the type of operation, contractor's investment, and other considerations. Certain standard provisions are contained in all contracts for lease of city-owned property. Other provisions peculiar to unique types of operation are also included to insure that the public's, as well as the contractor's interests are protected. Following is a brief summary of these contract stipulations:

- a. **Insurance:** Lessee or concessionaire shall hold the City harmless against all losses, liabilities, claims, suits, debts and demands of any kind or nature whatever generated by his/her use of leased property and shall provide public liability insurance protecting the City. City of San Antonio shall be named as an additional insured. A certificate of insurance, or other satisfactory evidence shall be filed with the City Clerk with minimum limits as indicated or as directed by the City of San Antonio's Risk Management Division:

- |  |   |
|--|---|
| 1) Workers' Compensation & Employers' Liability  | Statutory<br>\$100,000 - Each occurrence  |
| 2) Commercial General (Public) Liability - to include coverage for the following where the exposure exists: <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Independent Contractors</li><li>• Products/Completed Operations</li><li>• Personal Injury</li><li>• Contractual Liability</li><li>• Explosion, Collapse &amp; Underground Property Damage</li><li>• Liquor Legal Liability</li></ul> | Combined Single Limit for Bodily Injury & Property Damage: \$500,000 or its equivalent          |
| 3) Property Insurance - for physical damage to the property of Lessee, including improvements and betterments to the leased premises   | Coverage for a minimum of eighty percent (80%) of the replacement cost of Lessee's improvements |

- b. Lessee shall conduct its operations in a quiet and orderly manner and shall observe and comply with all laws and ordinances of the City related to lessee's business, including, but not limited to, the provisions concerning operation of businesses in the River Walk Corridor area.
- c. Lessee is prohibited from operating any business on leased property which exposes patrons to nudity or partial nudity.

free from obstruction of any kind with a minimum clearance of six (6) feet. The River Walk Commission shall have the right to order removal of tables, umbrellas, chairs, and other articles that obstruct pedestrian traffic during special events.

7. Should there be a change in business or building ownership holding a lease on adjoining city property on the River Walk, the lease for use of said property will be immediately subject to approval by the River Walk Advisory Commission and City Council.
8. Any encroachment or appurtenance, sign or awning which extends beyond the property line into the River Walk area (city-owned property) shall be subject to a lease and/or a permit with the City. An annual assessment shall be made unless encroachment is removed by property owner or tenant.

# CHAPTER VIII

## OTHER REGULATIONS, POLICIES, AND GUIDELINES

1. **DISTRIBUTION OF PRINTED LITERATURE ON PUBLIC PROPERTY:** Section 21-4 of the City Code prohibits the distribution of commercial and business advertising matter upon any street, public grounds or other places within the city.

A violation is punishable by a fine not to exceed \$500.00.

2. **NOISE REGULATION:** Amplified music or other noise-producing activity on the River Walk above 80 decibels is strictly prohibited. Compliance will be monitored by Park Rangers and/or other designated City staff.

The City has adopted an extensive noise nuisance ordinance. This ordinance is codified in Sections 21-51 through 21-56 of the City Code. Any person who violates any portion of the noise nuisance ordinance is subject to a fine of not less than \$35.00 nor more than \$1,000.00. For the second or subsequent offense within a twelve month period, the person shall be subject to a fine of not less than \$70.00 nor more than \$1,000.00.

3. **PORTABLE CARTS:** Portable vending carts may be located on leased public property or private property on the River Walk with approval from the River Walk Advisory Commission.

Application for approval must be submitted to the Director's Office, Department of Parks and Recreation. Details regarding type of cart, item(s) to be sold, method of controlling litter, location, and other pertinent information must be included with application.

Once approval is received, all permits and fees are the responsibility of the applicant.

4. Any private entertainment activity on either private or leased public property that is visible from the River Walk and lasts longer than four hours must be approved prior to inception by the River Walk Advisory Commission.
5. Loudspeakers mounted on exterior of buildings or any outside location are prohibited, except for paging waiting customers.
6. Soliciting Alms: Restrictions on soliciting alms, donations, or any gifts are contained in Section 4. (c) of Ordinance 46742 and in Chapter 28, Section 28.5.6 of the City Code.
7. **A RESOLUTION ENDORSING CITY CODE CHAPTER 28, SECTION 28-5 AND THE RIVER WALK ADVISORY COMMISSION POLICY MANUAL TO RESTRICT PHOTOGRAPHY ON THE RIVER WALK OF THE CITY OF SAN ANTONIO.**

The following resolution was adopted by the River Walk Advisory Commission on February 4, 1975:

WHEREAS, the distinctive character, as well as the sedate and vibrant atmosphere of the river must be preserved, protected and promoted for the furtherance of public welfare, and

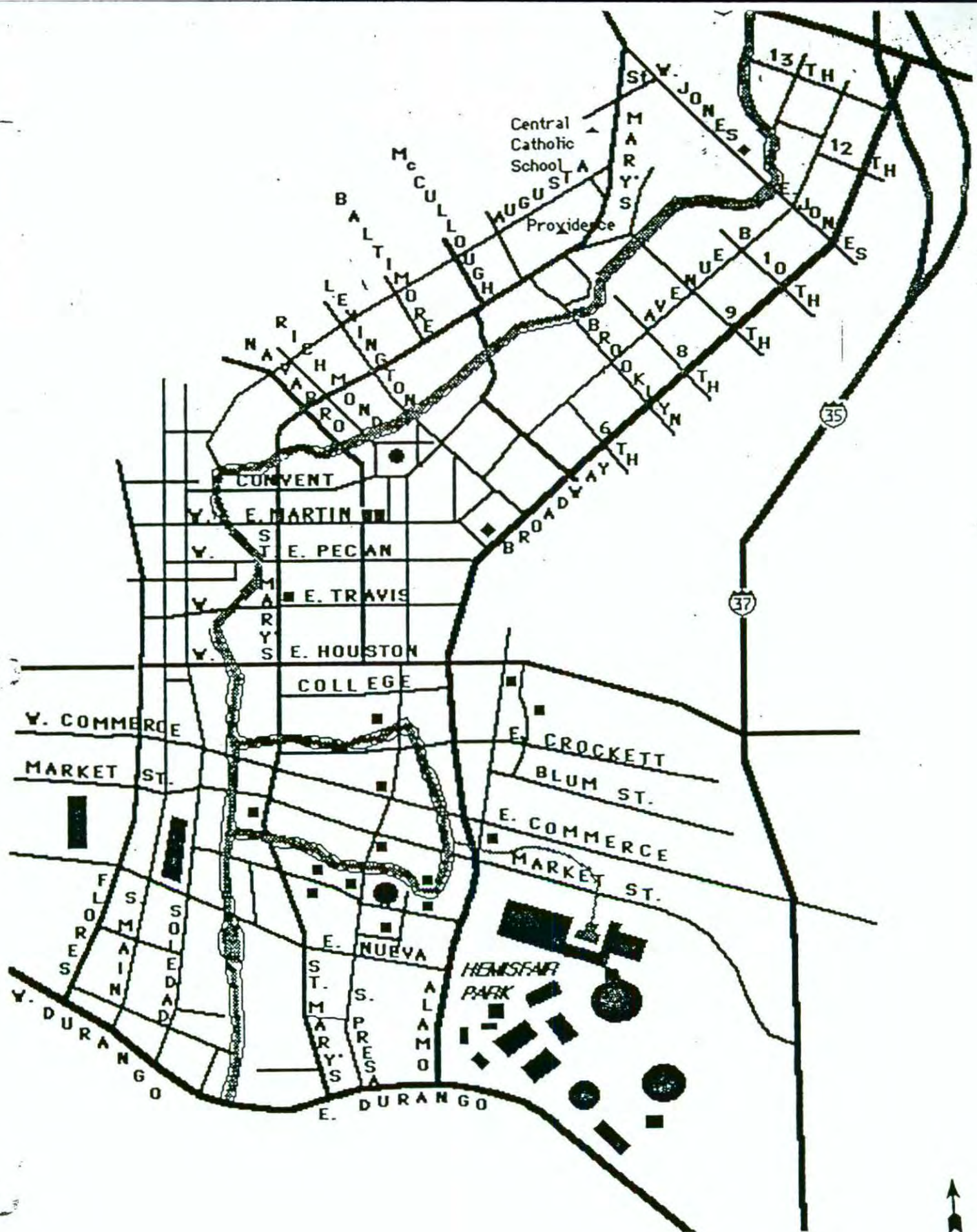
WHEREAS, the River Walk Advisory Commission is concerned that granting permission to any individual to operate a photo concession on the River Walk would set a precedent leading inevitably to requests for other types of activities and services, and

WHEREAS, soon the sedate and vibrant atmosphere of the river would cease to exist if activities of this type are permitted, and

WHEREAS, Section 28-5 of Chapter 28 of the City Code of the City of San Antonio prohibits peddling, soliciting and hawking in the Central Business District, and

WHEREAS, many people resent, for reasons best known to themselves, having their pictures taken and the mere presence of someone offering that service could be interpreted as a nuisance and an invasion of privacy by those particular people, and





## POINT SYSTEM FORM

- 1.1 **DATA BASE:** This section contains categorical information about the applicant, parcel, building, and establishment.

The Applicant's information is given at the top of the form and what is being requested of the Commission.

The Parcel data includes the city block and lot number, address, river district in which it is located, zoning, and proposed use.

The Building data indicates if the building is new construction, reuse of an existing structure, its historic designation, if applicable, square feet of proposed improvements, building height in number of existing and/or proposed stories, number of existing on-site and off-site parking spaces, and number of proposed off-site parking spaces.

The Establishment data includes information on first and second floors uses, and other uses above the second floor; and whether use of a River Walk easement is required.

- 1.2 **INFRASTRUCTURE CHECKLIST:** The primary purpose of this checklist is to guide Applicants such that they may efficiently comply with all standard City of San Antonio requirements concerning utilities, traffic/transit, community facilities, and drainage/floodplain considerations. This pre-hearing procedure must be completed prior to scheduling formal consideration by the Commission in order to conserve time and avoid mutual delays when incomplete proposals preclude a thorough review and result in an unresolved disposition.

The Applicant shall submit verification forms from appropriate agencies indicating compliance with all city-required standards as per Ordinance 41341, Sections 7 and 8 concerning the proposed development.

**Utilities:** The Applicant shall present evidence that the project under review satisfies all City requirements concerning utilities. The site plan submitted must comply with the City's utilities long-range plans and scheduled capital improvements. Water/sewer service to the site should be adequate and infrastructure design on the site should be in conformance with City requirements. Verification from the Consolidated Development Center that infrastructure requirements have been met by the applicant shall be submitted in triplicate to the Department of Parks and Recreation staff prior to final approval by the Commission.

**Traffic/Transit:** The Applicant shall present evidence that the project under review satisfies all City requirements concerning traffic. Traffic generation, ingress or egress, signalization, and curb cuts, among others, shall comply with the requirements of the City's traffic engineers and planners. The site plan submitted shall comply with the TriParty Downtown Transportation Initiative long-range proposals and scheduled capital improvements. VIA's Long-Range Transit Service plans and the proposed site planning shall be coordinated with proposed transit stops and passenger service in conformance with City requirements. Verification from the Consolidated Development Center that traffic and transit requirements have been met by the Applicant shall be submitted in triplicate to the Department of Parks and Recreation staff prior to final approval by the River Walk Advisory Commission.

**Community Facilities:** The Applicant must analyze the impact of the proposed project on community facilities which include but are not limited to: fire, police, school, parks, transit, etc. If a proposed development, for example, is in violation of a fire code or was designed in such a way as to diminish the public use of a community facility, the Commission should not consider the project until the Applicant has rectified the adverse situation. Applicants are encouraged to provide community facilities improvements, such as street furniture at bus stops, enhancing River Walk access, pocket parks, and other urban design elements that enhance the public's use of the River Walk.

**Drainage/Floodplain:** Drainage solutions must be met on all parts of the river under Ordinance 41341, which requires that all drainage conduits be routed underground to the river's edge to prevent runoff on sidewalks, avoid flooding of neighboring property, avoid erosion of the river walkways, and protect landscaping. Floodplain concerns are particularly relevant at River Walk level and in the undeveloped portions of the river corridor where substantial site elevation may be required to protect occupants and structures. The City Engineer, San Antonio River Authority, and the Corps of Engineers must be consulted in complying with ordinances and Federal Emergency Management Act requirements.

AMENDING PARAGRAPH 2, "NOISE REGULATION",  
OF CHAPTER VIII OF THE RIVER WALK POLICY  
GUIDELINES MANUAL

\*\*\*\*\*

WHEREAS, Ordinance 69351, passed and approved on April 27, 1989, officially adopted a new River Walk Policy Guidelines Manual dated April, 1989; and

WHEREAS, the intent and purpose of said manual is to preserve, protect and promote the distinctive character as well as the sedate and vibrant atmosphere of the River Walk for the furtherance of the public welfare; and

WHEREAS, in continued pursuit of the aforestated intent and purpose, the River Walk Advisory Commission appointed an Environmental Sound Committee to develop policies for management of sound on the River Walk; and

WHEREAS, said Environmental Sound Committee worked diligently for nearly a year with the Paseo del Rio Association's Operators' Committee and other parties concerned with developing guidelines for the management of sound on the River Walk; and

WHEREAS, the Environmental Sound Committee's recommended guidelines have been carefully reviewed and considered by the River Walk Advisory Commission; and

WHEREAS, the River Walk Advisory Commission recommends these guidelines to City Council for adoption and inclusion in the River Walk Policy Guidelines Manual, NOW THEREFORE:

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

SECTION 1. Paragraph 2, NOISE REGULATION of Chapter VIII, OTHER REGULATIONS, POLICIES, AND GUIDELINES, of the River Walk Policy Guidedlines Manual as adopted by Ordinance No. 69351, passed and approved on April 27, 1989, is hereby amended by adding the following guidelines:

1. PATIO AMPLIFIED MUSIC will be permitted so long as its use is consistent with the ambiance of the River Walk, and not for hawking or customer enticement. Music speakers must be confined to the perimeters of leased space.

Decibel levels will be monitored by the Park Rangers, assisted by the River Walk operators on a voluntary basis. Enforcement, if required will be carried out by the Park Rangers and appropriate city staff.

2. SPECIAL EVENTS AMPLIFIED music will be permitted within the following time frames:

A. Throughout the river bend area, staging and moving barges which provide amplified music will be allowed:

on Sundays through Thursdays until 10:00 p.m., and on Fridays and Saturdays until 11:00 p.m.,

EXCEPT for the hospital area (encompassed from the fountain at La Mansion del Rio to Presa Street Bridge), where amplified music will be permitted for special events on moving barges only.

B. Permanent staging for amplified music during special events in the hospital area will be permitted only on Friday, Saturday, and Sunday, and not to continue past 9:00 p.m.

SECTION 2. All other provisions of the River Walk Policy Guidelines Manual as adopted by aforesaid ordinance remain unchanged and in full force and effect.

SECTION 3. The City Council hereby commends the River Walk Advisory Commission and its Environmental Sound Committee for its diligent public service in pursuit of sustaining the distinctive character and ambiance of the River Walk for the public welfare.

PASSED AND APPROVED this 24<sup>th</sup> day of January, 1991.

*Lila Cockell*  
MAYOR

ATTEST: *Anna S. Rodriguez*  
City Clerk

APPROVED AS TO FORM:

*David B. Casas*  
City Attorney

**DRAFT** EXHIBIT E

**Paseo del Rio Association  
Membership Categories**

NOTE: Employment should be based on peak season total of hourly and full-time employees.

	Number of Employees or room count	On-River	Off-River
<b>RESTAURANTS</b>			
Small to Medium	1-60	\$350	\$250
Large, single location	61 & over	\$500	\$400
Large, multiple locations	61 & over	\$650	\$550
<b>HOTELS</b>			
Small	1-74 rooms	\$500	\$400
Medium	75-299 rooms	\$750	\$650
Large	300 rooms & over	\$1,000	\$900
<b>TOURISM ATTRACTIONS</b>			
Small commercial	1-50	\$400	\$300
Medium commercial	51-150	\$650	\$550
Large commercial	151 & over	\$1,000	\$1,000
<b>RETAIL</b>			
Small	1-10	\$300	\$200
Medium	11-30	\$500	\$300
Large, one location	31 & over	\$750	\$650
Large, multiple locations	31 & over	\$1,000	\$1,000
<b>NON-RETAIL (Examples: Financial services, wholesalers, purveyors, tourism services)</b>			
Small	1-10	\$300	\$200
Medium	11-50	\$500	\$400
Large, one location	51 & over	\$750	\$650
Large, multiple locations	51 & over	\$1,000	\$1,000
<b>OTHER BUSINESSES</b>			
Non-profit organizations	Any size	\$200	\$200

**AMIGOS DEL RIO MEMBERSHIP:** \$25 individual, \$40 family

**Corporate membership**

Corporate Membership is open to any San Antonio businesses that would like to associate with the city's most precious natural resource, the River Walk. You'll receive:

- Voting privileges on items directly impacting the River Walk area brought to the attention of the general membership by the Board of Directors
- Opportunity to designate representatives of your company as members of the Amigos del Rio, the Association's corps of volunteers
- Discount tickets for the special events produced by the Association, including Pachanga del Rio, the River Walk Holiday Parade, the Mud Pie Ball or other designated special events
- 10% discount on advertising in Rio magazine
- For new members, a "Welcome to the River Walk" package, full of gifts from River Walk merchants
- Opportunity to network with agencies, businesses, and individuals in the tourism industry

**The Amigos del Rio membership**

The Amigos del Rio is the Paseo del Rio Association's volunteer support and friend-raising group. Amigos are called upon to assist with the Association's exciting special events and, in return, are given preferential treatment by River Walk merchants. You'll receive:

- "Amigos VIP" discount card. 15% discount given to card-bearing Amigos at participating River Walk merchants
- One year subscription. To the Association's visitor information magazine, Rio
- Monthly newsletter. Updates on upcoming River Walk events
- Bi-monthly "Thirsty Thursdays." The opportunity to socialize with other Amigos while enjoying the food and entertainment of a different River Walk restaurant every other month

Source: Paseo Del Rio Association

**EXHIBIT F**

Downtown San Antonio River Boats and  
Barges Concessions Contract

DOWNTOWN SAN ANTONIO RIVER BOATS AND BARGES CONCESSION CONTRACT

This Contract is made by and between the CITY OF SAN ANTONIO (hereinafter called "CITY", acting by and through its City Manager pursuant to Ordinance No. 67109 dated MAY 12 1988, 1988 and PDR Boats, Company, Inc., a Texas Corporation, (hereinafter called "CONTRACTOR"), WITNESSETH:

I.

TERM OF CONTRACT

1.1 The term of this Contract shall be for seven (7) years beginning September 1, 1988, and ending August 31, 1995. Execution of this contract by City shall be conditioned upon delivery of a Performance and Payment Bond or other instrument(s) acceptable to the City by Contractor to City in an amount of \$100,000 as required by paragraph 26 hereinafter. Failure by Contractor to deliver such Performance and Payment Bond or other acceptable instrument(s) within fourteen (14) calendar days following the date of the Ordinance cited hereinabove shall render null and void the City's commitment to award this Contract to hereinabove named Contractor.

1.2 If this Contract is renewed or replaced by a new contract and a delay should occur in execution of the renewal of a new contract beyond the termination date hereof, and the Contractor continues to operate as prescribed herein during the period of such delay, all the provisions of this contract shall remain in full force and effect during such period except as may be provided by ordinance enacted by the City Council.

II.

PAYMENT TO CITY

2.1 Payments to the City shall be based on the percentage of gross receipts schedule indicated in Paragraph 43, hereinafter; provided, however, that payments to the City shall not be less than \$300,000 per contract year. Payments shall be made monthly during the entire term and any extended term(s) hereof, beginning not later than the tenth day of October, 1988, and on the tenth day of each month thereafter. Such monthly payments shall be accompanied by a report of gross receipts in a form prescribed by the Director, Department of Finance. Monthly payments shall be based on the percentage of accumulative gross receipts schedule indicated in paragraph 43 hereinafter.

Additional payment, if any, due to City to meet the minimum annual guarantee of \$300,000 shall be due and payable to City not later than the tenth day of October, 1989, and each October tenth thereafter for each year of the basic and extended term(s), if any, of this Contract except that in the case of the final month of this Contract or the final month of any extended term(s), Contractor shall make final and full payment of all commissions due the City not later than the 10th day of the month immediately following the final month of this Contract.

The payment, based on the percentage of gross receipts schedule set forth in paragraph 43 hereinafter, is based on gross receipts accumulated over a period of one contract year. Beginning on the first day of each new contract year, the accumulation of gross receipts and the payment of commission based on applicable percentage of gross receipts shall begin anew.

2.2 For purposes of computing gross receipts hereunder, the term gross receipts shall mean the aggregate amount, excluding sales taxes collected, of all sales made and services performed for cash, credit, or otherwise, of every kind, name, and nature, regardless of when or whether paid for or not.

2.3 Payments to the City shall be adjusted as follows in the event boat and barge operation is rendered impossible by drainage of the river:

2.3.1 For each day the north channel is drained in excess of 20 days per contract year, the Contractor shall deduct \$100 from the payment due to the City. Such deduction shall be made from the payment made for the month(s) during which the Contract year's accumulative downtime in excess of 20 days occurred.

2.3.2 For each day the bend area is drained in excess of 15 days per contract year, the Contractor shall deduct \$400 from the payment due to City. Such deduction shall be made from the payment made for the month(s) during which the Contract year's accumulative downtime in excess of 15 days occurred. However, there shall be no deduction from payment to the City for operations time lost due to inclement weather or temporary halting of operations for reasons of security in connection with visits or events for which cessation of boat and barge service is deemed necessary by local, state, or federal police authorities.

2.3.3 There shall be no deductions from payment to the City for operations rendered impossible by drainage of the North Channel for a period of less than twenty (20) days during any contract year of the term hereof and there shall be no deductions from payment to the City for operations rendered impossible by drainage of the Bend area for a period of less than fifteen (15) days during any contract year of the term hereof.



2.3.4 Other than the deductions authorized hereinabove and the deductions authorized in paragraph 27.2 hereinafter, the City accepts no liability of any kind, including but not limited to loss of revenue or equipment incurred by Contractor as a result of natural disasters or by river downtime because of work related to the San Antonio River flood control project or by reason of other denial of use of the river by operation of law or the orders of a court of competent jurisdiction.

### III.

#### TOUR BARGES FOR THE CITY

3.1. The Contractor understands and agrees that the City will, from time to time, request the Contractor to provide tour or dinner barge service to accommodate visitors being hosted by the City. Such requests/bookings shall be made only by the Director, Department of Parks and Recreation or his designated representatives, and shall be requested by telephone at least twenty-four (24) hours prior to the time the barge(s) are needed. Contractor agrees to give priority to such requests and may refuse same only in such unusual circumstances as a prior booking of all barges by a major convention. Should Contractor receive a request for booking of tour or dinner barge(s) from any City office or City agency other than the Director, Department of Parks and Recreation, Contractor shall telephonically confirm such booking with the Director, Department of Parks and Recreation, or his designee.

3.2 Contractor shall bill the City for aforescribed service at the currently established rental rate minus the percentage of gross receipts in effect at the time the service was rendered. Said bill shall be submitted to:

Director, Department of Parks and Recreation  
P. O. Box 9066  
San Antonio, TX 78285

The Director shall forward said bill to the appropriate City office or City agency for prompt payment to the Contractor.

### IV.

#### CONCESSION AREA

4.1 With the exception of the provisions in Article V. hereinafter, Contractor shall have exclusive rights to operate dinner barges, tour barges, and taxi barges on that portion of the San Antonio River between the El Tropicano Hotel and Gate 5/New Marina, including the area known as the River Bend, on the channel beginning at the Casa Rio Restaurant and terminating at the Convention Center and on the river extension into Rivercenter Mall.

4.2 Boat and barge traffic patterns shall be coordinated with and approved in writing by the Director, Department of Parks and Recreation, whose decision as to acceptable traffic patterns shall be conclusive.

V.

SPECIAL RIVER EVENTS

5.1 Only during river parades and such other special events and activities and circumstances cited in paragraphs 5.2. and 5.3 will watercraft other than those operated under this contract be permitted to operate in the concession area. Contractor may make his boats and barges available to parade sponsors at established rates for such parades and special events, provided however, that all regular Contractor boat traffic shall be suspended at least thirty (30) minutes before the start of river parades and shall remain suspended until conclusion of said parades.

5.2 Other special events such as canoe races, promotions, movie filming, one-time filmed advertisement productions, and visits by nationally and internationally prominent personages may be authorized from time to time by the City. City, after review of such proposed activities with the Riverwalk Advisory Commission, agrees to coordinate with Contractor and to give Contractor at least two (2) days prior notice of such scheduled activities.

5.3 In recognition of the fact that the San Antonio River is defined as a navigable stream, City and Contractor understand and acknowledge that privately-owned watercraft cannot be lawfully prohibited from traversing the waters in the concession area. In the interest of public safety, City will exercise its best efforts to prevent watercraft traffic conflicts by such privately-owned craft with Contractor's operations hereunder.

VI.

CONTRACTOR USE OF MARINAS

6.1 Contractor shall be assigned space in the marina beneath the Main Library and in the new Nueva Street marina for the purposes of mooring the number of boats as specified by the Director in each marina and for maintaining and servicing said boats. Space in each marina shall also be provided by City for office and administrative functions by Contractor. The amount and location of such office and administrative space shall be determined by the City through the Director whose determination in this regard shall be conclusive.

6.2 Aside from the payment of utilities as specified in Article XII, no rental fees other than commission payments specified in Article II hereinbefore and paragraph 43, hereinafter, shall be charged for Contractor's use of marina space.

6.3 Contractor shall be assigned, at no charge, a maximum of five parking spaces at the new Nueva Street marina. Location of such spaces shall be determined by the Director, whose determination in this regard shall be conclusive.

6.4 Contractor is hereby authorized access to and use of installed lifts, cranes, tracks, and other boat servicing equipment in said marinas. With the exception of fair wear and tear, any damage caused to said equipment by the Contractor, his/her employees, his/her assignees, or his/her contractors shall be promptly repaired or replaced by Contractor at his/her sole cost and expense.

6.5 All costs for operating, maintaining, servicing, repairing, or replacement of fuel storage tanks and associated pumps used by Contractor at said marinas shall be borne by Contractor at his/her sole cost and expense.

6.6 City accepts no responsibility or liability for any loss or damage to Contractor-owned equipment and boats and barges which may occur while his/her boats are moving into or out of said marinas or while moored, stored, or being serviced in said marinas or while said boats are being operated in the concession area by Contractor's employees, assignees, or contractors.

6.7 City accepts no responsibility or liability for any loss or damage to City-owned equipment and facilities in the Marinas and concession area while Contractor, his/her employees, assignees, or contractors are using same, save and except if such damage or liability results from the sole active negligence of City.

## VII.

### EQUIPMENT FURNISHED BY CONTRACTOR

7.1 Contractor shall provide at his/her sole cost and expense all office equipment and furniture required for his/her operation hereunder.

7.2 Contractor shall also provide, at his/her sole cost and expense, all supplies, materials and equipment needed to maintain, service, and repair his/her watercraft which are not installed in the marinas at the time this contract is awarded.

VIII.

USE OF INSTALLED EQUIPMENT

8.1 City-installed boat maintenance and servicing equipment and/or facilities is for joint use by City and Contractor. The scheduling of such use shall be effected by the on-site supervisors of City and Contractor. Conflicts, if any, shall be resolved by the Director and Contractor with the decision of the Director being conclusive.

IX.

TICKET STATION, TAXI STOPS AND LOADING AREAS

9.1 Contractor acknowledges the present existence of a ticket sales station and passenger loading and unloading facility and existing taxi stops at various locations throughout the concession area and agrees to continue operations and services at those locations. Contractor further agrees, at his/her sole cost and expense, to equip, staff, and operate said ticket sales station and loading facility and taxi stops and to maintain and repair said ticket sales station and loading facility and all taxi stops in a condition acceptable to the Director.

9.2 City and Contractor hereby acknowledge and agree that need for additional ticket sales station(s), passenger loading facility(ies), and taxi stops in the concession area may arise during the term of this contract. In that event, Contractor shall so advise the Director, Department of Parks and Recreation, in writing, describing the need, setting out the proposed location(s) for such facility(ies), along with plans and designs therefor. The Director shall arrange for presentation of such proposal to the River Walk Advisory Commission and other applicable boards and commissions. Contractor shall not proceed with construction without written approval by the Director. All cost related to planning, engineering, and construction of such additional facility(ies) shall be at Contractor's sole cost and expense.

9.3 All signs related to boat operations which have been installed by City shall be maintained, repaired, and/or replaced at City's sole cost and expense. City reserves the right to add, change, delete, or relocate such signs as it deems appropriate.

X.

ACCEPTANCE AND CONDITION OF PREMISES

10.1 Contractor has had full opportunity to examine the concession area and marinas and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Contractor's use of the concession area and marinas shall be conclusive evidence of his/her acceptance thereof in good order and satisfactory condition and hereby accepts the concession area and marinas in their present condition as suitable for the purpose for which this contract prescribes.

10.2 Contractor agrees that no representations respecting the condition of the concession area and marinas and no promises to alter, repair, or improve same, either before or after the execution hereof, have been made by City or its agents to Contractor unless the same are contained herein or made a part hereof by specific reference herein.

10.3 City accepts no responsibility or liability for any loss or damage to Contractor-owned or City-owned equipment or for Contractor-owned boats and barges which may occur while Contractor is using same or moving his/her boats into or out of the marinas or while moored, stored, or being serviced in said marinas or while said boats are being operated in the concession area by Contractor's employees, assignees, or contractors, save and except if such damage or liability results from the sole active negligence of City.

XI.

RIVER WALK ADVISORY COMMISSION

11.1 Contractor acknowledges and understands that the River Walk Advisory Commission has responsibilities related to review and approval of physical facilities in the concession area. Accordingly, any changes in the physical or exterior design or appearance of Contractor's boats, concession-related facilities, signs, employee dress and other appearance-related facilities and/or activities are subject to review and approval by that body and by the Director, Department of Parks and Recreation. Contractor may, from time to time, be required to make presentations to the River Walk Advisory Commission upon the request of the Director.

XII.

UTILITIES

12.1 Contractor shall pay at his/her sole cost and expense, all charges for telephone service required for his/her operations at the marinas, ticket sales stations, reservation lines, and other administrative or operational telephone requirements.

12.2 City shall pay all costs of water and sewer services at the two marinas.

12.3 All costs of garbage and refuse collection at ticket sales stations shall be at the Contractor's sole cost and expense.

12.4 All costs of collection and/or disposal of Contractor-generated garbage and refuse at the marinas shall be borne by Contractor at his/her sole cost and expense.

12.5. Costs of electrical and gas monthly services shall be prorated as follows:

12.5.1 At the Main Library marina: Contractor shall pay one-half of the monthly electric and gas bill, payable to City not later than ten (10) days following receipt of a statement of charges from the City, through the Director.

12.5.2 At the new marina: Contractor shall pay one-third of the monthly electric and gas bill, payable to City not later than ten (10) days following receipt of a statement of charges from the City, through the Director. This pro rated share may be renegotiated after Contractor's first twelve months' occupancy of the new marina because at the time this contract was written no utilities cost experience was available for the new marina. Either party hereto reserves the right to request negotiation of pro rated utilities cost by written request to the other party. Good faith negotiation supported by operational data and gas and electricity consumption records shall determine what change, if any, may be made. In the event the Contractor and the Director cannot arrive at a mutually acceptable settlement, the matter shall be referred to the City Manager whose decision shall be conclusive.

XIII.

BOAT AND BARGE RATES TO BE CHARGED

13.1 The following rates are hereby established, effective on the beginning date of this contract. The City shall entertain no request for rate increases prior to September 1, 1990. Thereafter, Contractor may, in writing to the Director, request changes to these rates should business or economic conditions indicate to Contractor that changes are required. In the event Contractor requests changes, City reserves the right to request from Contractor all such financial records as may be required to determine the need for such changes. No changes in rates shall be effected without approval by the City Council in the form of an ordinance. City agrees to consider such requests in timely fashion and to notify Contractor of approval or disapproval within seventy-five (75) working days of the receipt of such requests. An exception to the aforesaid moratorium on requests for rate changes may be made by City in the event liability insurance premiums charged to Contractor exceeds five percent (5%) of Contractor's gross ticket sales during the preceding twelve (12) months. In the event Contractor requests rate changes based on the foregoing proviso, Contractor shall provide proof of an increase in liability insurance premiums.

Taxi Service (Round trip or any part thereof):

Adult:	\$1.75
Children under 12:	.50

Charter Tour:

First hour or any part thereof:	\$30.00
Extra half hours (each):	10.00
Children's groups and local senior citizen activity groups:	14.00 per tour

Dinner Tour:

First two hours:	\$30.00
Extra half hours (each):	10.00

13.2 Contractor is authorized to collect a full fee advance deposit on barge charter reservations. Contractor is further authorized to retain such deposit on charters of three or more barges if the person, firm, or organization booking such charters fails to release unwanted or unneeded barges at least fourteen (14) days prior to the charter date. All monies retained by Contractor under this paragraph shall be included in computing gross receipts hereunder.

XIV.

NUMBER OF BOATS AND BARGES

14.1 On September 1, 1988, Contractor shall have 30 boats ready to be used for dinners, tours, and water taxis available for rent; said boats to be in good operational and appearance condition in all respects. City acknowledges that the number of boats available for rent may be fewer than 30 from time to time when repair and/or maintenance is required. Failure to comply with this provision may constitute a default by Contractor.

14.2 City and Contractor acknowledge and agree that increases in demand for boats and barges services may change at some time during the term of this contract. City, through the Director, Department of Parks and Recreation, will entertain a written request from Contractor to enlarge his/her fleet up to but not exceeding forty (40) boats providing the need for such increase is justified to the satisfaction of the Director. The Director's decision as to whether or not the fleet size may be increased and by what number of boats shall be conclusive.

XV.

WHO MAY HIRE OR RENT BOATS

15.1 Water taxis shall be available for rent by the general public as a bus-type pickup operation at locations approved by the Director, Department of Parks and Recreation, in the concession area hereinbefore specified. Water taxis may also be chartered by the general public and River businesses and tenants for touring purposes, but such chartering must not adversely affect the availability of taxi service.

15.2 Dinner and Tour Charters will be available to the general public, licensed caterers, and river restaurants having a prominent entrance on the river. No individual restaurant or licensed caterer may charter all dinner barges at one time more frequently than once a week nor may more than fifty percent (50%) of the barges be rented for tour purposes during prime dinner hours if demand for charter at such times exists from other permitted users. Barges may be used for non-chartered sightseeing by individuals but such use shall at no time interfere with chartering of barges for dinner and tour purposes. The provisions contained in this paragraph, may be temporarily or permanently changed by the Director should operational conditions indicate that change is in the public interest. It is further understood that disputes pertaining to operational procedures between the Contractor and those who hire or rent boats shall be arbitrated by the Director whose decision shall be conclusive.



15.3. Prior Reservations: Contractor agrees to honor and to service all reservations for dinner and tour charters made prior to September 1, 1988. Failure to do so shall constitute default hereunder.

XVI.

HOURS OF OPERATION

16.1 Unless otherwise authorized in writing by the Director or as may be dictated by weather, other river conditions or special events cited hereinbefore, the minimum hours of boat service shall be as follows:

March 16 through October 31: 9 a.m. till 11:30 p.m.  
November 1 through March 15: 10 a.m. till 8 p.m.

XVII.

STYLING, APPEARANCE, AND SPECIFICATIONS FOR BOATS AND BARGES

17.1 All boats and barges, drawings of which are located at the offices of Park Planning and Project Management, 950 East Hildebrand, San Antonio, Texas 78212, used by Contractor must conform in style, size, and appearance with the general atmosphere of the concession area. Any barges and taxi boats put into service by Contractor during the term of this contract must be constructed in accordance with the specifications which are attached hereto as ATTACHMENT I and incorporated by reference herein and aforementioned drawings. All costs related to construction and/or rehabilitation of all craft shall be borne by Contractor.

17.2 Design Changes: Contractor must first obtain written approval from the Director, Department of Parks and Recreation and the Riverwalk Advisory Commission to initiate any significant design change should new technology or advances in the state of art or other considerations indicate that changes to the specifications set forth in ATTACHMENT I should be considered.

17.3 Method of Propulsion and Speed Limit: Water taxis and barges shall be propelled by combustion engines. Speed shall not exceed six (6) miles per hour. Should state of the art technology appear to make feasible the use of electric motors and/or other such method of propulsion, Contractor agrees to explore such feasibility to the maximum reasonable extent. Any experimental or prototype boats must first have written approval by the Director, Department of Parks and Recreation, and then be thoroughly operationally tested at Contractor's sole cost and expense before fleet retrofitting may be approved by the Director.

17.4 Seating Accommodations: Barges and water taxis must be equipped at Contractor's expense with life preservers, suitable chairs, tables, and/or benches. Styling and construction thereof is subject to approval by the Director, Department of Parks and Recreation.

17.5 Load Capacity: Load capacity of each boat or barge must be posted in a readily visible location. Load capacity of taxi and tour barges shall not exceed 40 persons as dictated by seating configuration. Load capacity of dinner barges shall not exceed 22 persons.

17.6 Boat Names: Water taxis and barges shall be named and such names shall be painted or affixed thereon in an appropriate manner. All boat names are subject to approval by the Director, Department of Parks and Recreation.

17.7 Handicapped Accessibility: Contractor agrees to make every good faith effort to make any new boat(s) constructed for use in connection with this Contract accessible to the handicapped. City, through its Handicapped Access Office, will assist Contractor in technological research to determine the most feasible methods in this regard. However, all design and construction costs shall be at Contractor's sole cost and expense.

#### XVIII.

#### SAFETY AND TRAINING

18.1 Contractor covenants and agrees to fully comply with all applicable rules and regulations of the Water Safety Act contained in Chapter 31 of the Texas Parks and Wildlife Code, Texas Revised Civil Statutes Annotated. A copy of said Chapter is attached hereto as ATTACHMENT 2 and is incorporated herein for all purposes. Contractor further covenants and agrees to fully comply with all other applicable OSHA standards and other applicable federal, state, and municipal governmental safety rules and regulations in the equipping and operation of his/her boats and barges. Contractor is hereby advised that the San Antonio Power Squadron is a local source of information pertaining to applicable safety rules and regulations.

18.2 Contractor shall publish an instructional safety manual for his/her boat drivers and all other employees directly involved with passenger service and shall issue a copy of such manual to said drivers and other employees and shall provide a copy to the Director, Department of Parks and Recreation, prior to publication. Contractor shall provide a minimum of eight (8) hours of safety instruction to each new boat driver before permitting such driver to operate a boat or barge. In addition, Contractor shall conduct at least semi-annual refresher safety classes of no less than four (4) hours duration for each boat driver and other employees directly involved with passenger service.

18.3 Newly employed boat drivers shall not be permitted to operate a boat or barge alone until he/she has had a minimum of 40 hours of boat operation time accompanied by an experienced boat driver.

18.4 Contractor further agrees to provide a minimum of 8 hours of orientation for all newly employed boat drivers and other employees directly involved with passenger service. Subjects to be included in said orientation shall include but not necessarily be limited to a brief history of the River Walk, important buildings along the boat route, names of prominent trees and vegetation, personal appearance requirements, decorum and courtesy, Contractor operational rules and regulations, and such other subjects as may be pertinent to good public service.

18.5 Failure by Contractor to carry out any provision of the foregoing safety and training provisions and failure to document such training in employee personnel records shall constitute a default of this contract and may result in termination of this contract if such default is not cured within thirty (30) days of receipt of written notification by City of such breach.

## XIX.

### PASSENGER INFORMATION

19.1 Contractor shall make available and offer, at his/her sole cost and expense, a well prepared and factually correct information brochure of the River Walk and concession area for distribution to all taxi ticket purchasers. Said brochure shall include but not necessarily be limited to a brief narrative of the development of the River Walk and a map of the route(s) traversed by the boats with prominent buildings, facilities, and other sights highlighted thereon which may be of interest to boat passengers.

19.2 Contractor shall further assure that all boat drivers are properly trained and oriented as required in paragraph 18.4 hereinbefore, so as to answer routine questions by boat passengers. Drivers shall not be expected to answer complex questions related to economics or other questions of a non-typical tourist inquiry. However, drivers shall be trained and instructed to respond to such questions courteously and as helpfully as possible.

19.3 With the prior written approval of the Director, Department of Parks and Recreation, Contractor may establish optional guided boat tour service. Such service may include but not necessarily be limited to specially designated boats on specially designated time schedules, a tour guide who would provide verbal information to boat passengers and other tour amenities. The ticket price(s) for such service must be approved in advance by City Council in the form of an ordinance.

XX.

CONTRACTOR'S EMPLOYEES

20.1 Contractor shall provide a sufficient number of employees to adequately service this operation and its patrons. Such employees shall be neatly attired and shall conduct themselves with courtesy toward all patrons of the concession. Contractor's employees whose conduct is discourteous or objectionable on any reasonable ground, shall be disciplined, counseled, trained or removed by Contractor. The degree of an employee's infraction shall determine the severity of disciplinary action except that two (2) complaints against an employee in any consecutive 6-months period shall be grounds for dismissal of that employee.

20.2 City reserves the right to monitor contractor's employees' attitudes, appearance, courtesy, job knowledge, and performance. Should infraction be observed, the Director, Department of Parks and Recreation shall so notify Contractor in writing. Contractor agrees to promptly take appropriate corrective action.

20.3 Each boat driver and other Contractor employee directly involved with passenger service shall wear at all times, while on duty, his/her outer clothing, a tag bearing his/her first name and the complete name of the Contractor. Any proposed employee uniform must first be approved by the River Walk Advisory Commission and the Director, Department of Parks and Recreation.

XXI.

SIGNS AND ADVERTISING

All signs to be erected by Contractor must be approved in writing by the Director prior to installation. No advertising signs, displays or advertising by renters of boats and barges are allowed unless they are not visible to pedestrians on the River Walk. A non-commercial informational sign may be placed on chartered boats to notify such boats as chartered for a specific group, and the name, organization, or entity sponsoring the boat.

XXII.

MAINTENANCE AND HOUSEKEEPING RESPONSIBILITY

Contractor shall be responsible at his/her sole expense for the maintenance and upkeep of ticket sales booth areas and loading areas and for the gathering of all trash, litter, and debris and the disposal of same in accordance with City policy.

22.2 Contractor shall further be responsible at his/her sole expense to maintain all watercraft related to this contract as well as his/her assigned space in the marinas in a safe, clean, attractive and orderly manner.

22.3 Should Contractor fail to maintain his/her boats and concession area facilities at an acceptable standard, the Director, Department of Parks and Recreation, shall so notify the Contractor in writing and Contractor shall correct such deficiencies expeditiously but no later than thirty (30) days following receipt of notification of deficiencies.

XXIII.

INSURANCE

23.1 Effective September 1, 1988, Contractor shall maintain, for the duration of this agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Texas. Should Contractor be unable to obtain such insurance from a company or companies qualified to do business in the State of Texas and provides proof to that effect, Contractor, may, subject to the specific prior written approval of the City's Risk Manager, obtain insurance from a company or companies not qualified to do business in the State of Texas. City reserves the right to deny Contractor permission to obtain insurance from a company or companies not qualified to do business in the State of Texas if, in the professional judgment of City's Risk Manager, such company or companies do not meet acceptable standards of the insurance industry or of the City.

The following types and amounts of insurance are required:

<u>Type</u>	<u>Amount</u>
(a) Worker's Compensation and Employer's Liability	Statutory - \$100,000 each accident.
(b) Commercial General (Public) Liability - to include coverage for the following where the exposure exists:	
1. Premises/Operation	Combined Single Limit for Bodily Injury and Property Damage: \$500,000 (or its equivalent).
2. Independent Contractors	
3. Personal Injury	
4. Products/Completed Operations	
5) Contractual Liability	
6) Watercraft Liability	
7) Explosion, collapse and underground property damage	

- |    |   |   |
|----|---|---|
| c) | Property Insurance - for<br>for physical damage to the<br>property of the Contractor,<br>including improvements and<br>betterments to the leased<br>property. | Coverage for a minimum<br>80% (EIGHTY PERCENT) of<br>the replacement cost of<br>the property.   |
| d) | Fidelity Insurance - (Bond)<br>covering all employees having<br>access to monies collected<br>as fees.  | An amount sufficient to<br>protect loss of the<br>average of the largest<br>dollar amount in the<br>possession of employee<br>at any given time, but not<br>less than \$10,000. |
| e) | Business automobile liability<br>insurance to include coverage<br>for:  |   |
|    | 1) Owned/Leased Automobiles<br>2) Non-Owned Automobiles<br>3) Hired Automobiles   | Combined Single Limit for<br>Bodily Injury and<br>Property Damage: \$500,000<br>(or its equivalent).  |

Contractor further agrees that with respect to the above required insurance(s), the City shall:

1. Be named as additional insured/or an insured, as its interest may appear.
2. Be provided with a Waiver of Subrogation.
3. Be provided with 60 days advance notice in writing, of cancellation or material change.
4. Be provided with Certificate(s) of Insurance evidencing the above required insurance(s), prior to the commencement of this contract and thereafter with certificate(s) evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notices and Certificates of Insurance shall be provided to:

1. Director, Department of Parks and Recreation  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

AND

2. City Clerk  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

23.2 All personal property of Contractor left or otherwise placed in, on, or about the concession area or marinas, shall be at the sole risk of Contractor. City shall not be liable for any damage either to the person or property of Contractor or to other persons due to such areas or any part thereof becoming out of repair or due to the happening of any accident in or about premises used by Contractor.

#### XXIV.

#### FIRE AND OTHER CASUALTY

24.1 In the event that the marina(s) or any part(s) thereof hereby authorized for use by the Contractor shall be partially damaged by fire, the elements, civil disorder, or other casualty, Contractor shall give immediate notice thereof to the City and same shall be repaired at the expense of the City without reasonable delay unless the City determines that the damage is so extensive that repair or rebuilding is not feasible. During the period of repair, payments due to the City hereunder shall be abated to the extent that the damage to the marina(s) shall cause disruption of Contractor's business and reduction of Contractor's gross receipts as determined by the City upon thorough investigation of all the facts related thereto. In the event that the marina(s) should be damaged by fire or otherwise to such an extent as to render it/them necessary in the exclusive judgment of the City not to rebuild the same, and Contractor is no longer able to operate the concession authorized hereunder, then, at the option of the City, and upon notice to Contractor, this contract shall cease and come to an end. If City elects to rebuild the marina(s) and continue this contract, City shall notify Contractor of such intention within sixty (60) days of the date of damage; otherwise, this contract shall be deemed cancelled and of no further force or effect.

24.2 City's obligation to rebuild or repair under this Article shall in any event be limited to restoring the premises to substantially the condition that existed at the time this contract was executed subject to reasonable wear and tear during the time period from execution of the Contract until the damage occurred. Contractor agrees that promptly after completion of the aforementioned restoration by City, Contractor will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore such of its boats, fixtures, equipment, and other items provided and/or installed by Contractor.

XXV.

INDEMNIFICATION

25.1 Contractor agrees fully to indemnify, save, and hold harmless City from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property resulting from the conduct of Contractor, including all court costs and attorney's fees; provided however, that Contractor shall not be liable for any injury or damage or loss occasioned by the sole active negligence of City, its agents or employees; and provided further that City shall give to Contractor prompt and reasonable notice of any such claims or actions and Contractor shall have the right to investigate, compromise, and defend the same to the extent of its own interest. This provision is not intended to create any cause of action in favor of any third party against Contractor or to enlarge in any way Contractor's liability for damage to third persons or property arising from Contractor's conduct.

XXVI.

PERFORMANCE AND PAYMENT BOND AND PENALTIES  
FOR CONTRACTOR'S FAILURE TO PERFORM

26.1 Not later than fourteen (14) calendar days following the date of the ordinance cited in the first sentence of this Contract, Contractor will cause to be made, executed, and furnished to the City, a Performance and Payment Bond or other instrument acceptable to the City, in the amount of One Hundred Thousand Dollars (\$100,000) conditioned on the faithful performance of all conditions and covenants of this Contract. Failure to deliver such Performance and Payment Bond or other instrument(s) acceptable to the City within the time specified herein will automatically render this Contract null and void.

26.2 All or portion of aforesaid Performance and Payment Bond or other instrument(s) acceptable to the City shall be forfeit as prescribed below in the event of the following conditions or occurrences:

- A. A Twelve Hundred Dollar (\$1,200) per day penalty will be assessed against Contractor's Performance and Payment Bond or other acceptable instrument for every day beginning September 1, 1988, in which Contractor fails to provide full operational boat and barge services as required by this Contract, providing such failure to perform is not due to inclement weather on or after September 1, 1988, or providing such failure to perform results from action(s) by the City or previous Contractor or an act of God, which make it impossible for Contractor to begin full operations on September 1, 1988.



B. The full Performance and Payment Bond or other acceptable instrument of One Hundred Thousand Dollars (\$100,000) or any remaining portion thereof, if any of the previously cited penalties have been assessed, shall be forfeit should Contractor cease for any reason the delivery of all or part of the services required hereunder for a period of five (5) consecutive calendar days, unless such cessation of operations results from one or more of the following causes:

1. Inclement weather
2. Drainage of the river or its extensions by the City for any reason
3. Orders from the Director, Department of Parks and Recreation or other lawful authority, to cease operations for reasons of safety or security
4. Fire or other casualty.

#### XXVII.

#### TRANSITION OF OPERATIONS

27.1 Contractor and City understand the absolute necessity for smooth and uninterrupted service from the last day of the previous boats and barges concession contract and the first day of this Contract including the accommodation of dinner and charter boat bookings and regular taxi service. City recognizes that if Contractor hereunder elects to begin operations with a new fleet of boats and barges that time will be needed to remove the existing fleet and to put in place a new fleet.

In that event, Contractor will be permitted to place not earlier than August 27, 1988, in the marina(s) of the Director, Department of Parks and Recreation's choice, a maximum of fifteen (15) boats included among which must be a sufficient number of barges to accommodate dinner and tour charters booked for the period beginning September 1, 1988, through September 5, 1988.

27.2 It shall be the City's responsibility to cause an orderly phase-down of the previous contract's operations and to cause an orderly removal of boats and equipment from the river and marinas. Should City fail to fulfill its responsibility in this regard in a timely fashion, the penalty prescribed in paragraph 26.2.A hereinbefore shall not be assessed against Contractor. For every day after September 5, 1988, that Contractor is unable to place his/her full fleet of thirty (30) operationally-ready boats in the river due to City's failure to effect removal of the previous fleet, City will excuse payment of Twelve Hundred Dollars (\$1,200) commission payments per day for each day Contractor is deprived of full operations for reason of presence of previous contractor's boats on the river or in the marinas.

27.3 Regardless of the number of boats Contractor has on the river on September 1, 1988, it shall be Contractor's responsibility to fully staff ticket sales booth(s) and to have in place and staffed, an operational reservation system on September 1, 1988. On this same date, Contractor shall have a sufficient number of trained boat drivers in place to operate all of the boats which Contractor has on the river on that date. Contractor shall also have in place his/her Operations Manager or equivalent and a sufficient number of trained maintenance and boat service personnel to sustain uninterrupted boat service. Failure to comply with this provision may constitute a default by Contractor.

27.4 All revenue-generating operations under the previous contract will cease, effective the close of business, August 31, 1988. Beginning with the opening of business on September 1, 1988, all revenue generated by this Contract will accrue to the Contractor hereunder. By the same token, all of Contractor's responsibilities, obligations, covenants, and liabilities hereunder become in full force and effect on that date.

#### XXVIII.

#### CITY'S EMERGENCY RIGHTS IN THE EVENT OF SERVICE INTERRUPTION

28.1 Contractor understands the imperative of providing uninterrupted service required by this Contract. Therefore, should Contractor cease operations for a period of five (5) consecutive days for any reasons other than those enumerated in paragraph 26.2.B (1) through (4) hereinbefore, City shall deem such interruption an emergency and shall, in addition to its recourses provided in paragraph 26 hereinbefore and paragraph 29 hereafter, have the following options to be implemented at its sole discretion:

- A. Immediate and temporary managerial and operational control of Contractor's boats and associated equipment, supplies, and materials, and the operation thereof in order to provide boats and barges services. During such temporary operations by the City, City shall retain all revenue generated by such operations and shall reimburse Contractor for the use of his/her boats and associated equipment, supplies, and materials based on fair market value lease rates as determined by a competent appraiser mutually agreed upon by Contractor and City. Such appraisal shall be obtained as soon as reasonably possible; but, the absence thereof shall not prevent the City from exercising its right under this paragraph.
- B. City agrees to relinquish its temporary management and operational control of Contractor's boats immediately upon presentation of proof by Contractor that Contractor is capable of resuming uninterrupted service as required by this Contract.

- C. Temporary operations and management by the City shall continue so long as Contractor is unable to conclusively prove that he/she is capable of resuming uninterrupted operations hereunder or until City elects to terminate this Contract under the provisions of paragraph 29 hereinafter.

28.2 Should this Contract be terminated by reason of default by Contractor, City shall have the right of first refusal to purchase Contractor's boats, equipment, supplies, and materials at fair market value as determined by a competent appraiser mutually agreed upon by City and Contractor. Nothing herein shall suggest or imply a City commitment to make such purchase.

28.3 In any case Contractor agrees, in the event of Contract termination due to default by Contractor, to make his/her boats, equipment, supplies, and materials available for City's operation as outlined in paragraph 28.1 hereinabove until such time as the City awards a contract to another Contractor or until City determines if purchase in accordance with paragraph 28.2 is in City's best interest.

## XXIX.

### DEFAULT AND REMEDIES

29.1 The following events shall be deemed to be events of default by Contractor under this Contract:

- A. Contractor shall fail to pay any installment for rent as provided herein and such failure shall continue for a period of ten (10) days;
- B. The taking of judicial execution of interest set forth herein or of all of the property placed by Contractor in the marinas and in the concession area;
- C. Contractor fails to comply with any material term, provision, or covenant of this contract; and
- D. The taking by a court of competent jurisdiction of Contractor and its assets pursuant to proceedings under the provisions of any federal or state reorganization or bankruptcy code or act, insofar as the following enumerated remedies for default are provided for or permitted or not otherwise prohibited in such code or act:

- (1) Upon the occurrence of an event of default as heretofore provided and after compliance with the procedures set forth herein, City may, at its option, after giving written notice to Contractor and a thirty (30) day opportunity by Contractor to cure the enumerated default, except for the ten (10) day period to cure non payment of rent, declare this Contract and all rights and interests created by it to be terminated. Upon City electing to terminate, this Contract shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City, its agents or attorney may resume possession of the concession areas and space in the marinas assigned to Contractor hereunder and may if not earlier implemented, implement its emergency rights as provided in paragraph 28 hereinbefore.
- (2) Any termination of this Contract as herein provided shall not relieve Contractor from the payment of any sum or sums that shall then be due and payable to City hereunder, or any claim for damages then or theretofore accruing against Contractor hereunder, and any such sum or sums or claim for damages from Contractor for any default thereunder and any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages from Contractor for any default thereunder. All rights, options, and remedies of City contained in this Contract shall be construed and held to be cumulative of the other and not one of them shall be exclusive of the other. City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Contract. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.
- (3) Except in the event City exercises its emergency rights as provided in paragraph 28, Contractor shall have the right, within thirty (30) days after the termination of this Contract, whether such termination be by the expiration of the term or an earlier termination under any provision of this Contract, to remove from the marinas and ticket sales station(s) all of its furniture, fixtures, equipment, and furnishings and other property which are not the property of City and have not become the property of City as herein provided or by attachment to the Contracted Premises, and with respect to any damage caused thereby, Contractor shall have the obligation to restore the Contracted Premises to its condition prior to such removal, and provided that, if any of the Contractor's property remains in or on the

Contracted Premises after thirty (30) days following termination of this Contract and no renewal agreement has been executed, such property so remaining shall be deemed to have become the property of City and may be disposed of as City sees fit, without liability to account to Contractor for the proceeds for any sale thereof. No prior notice to sell property at public or private sale need be given to Contractor, unless required by law.

- (4) Upon any such expiration or termination of this Contract, Contractor agrees to quit and peacefully surrender the Contracted Premises and City upon or at any time after such expiration or termination, may without further notice, enter and re-enter the Contracted Premises and possess and repossess itself thereof, by force, summary, proceedings, ejection, or otherwise, and may dispossess Contractor and remove Contractor and all other persons and property from the Contracted Premises.
- (5) If City elects not to terminate this Contract or elects not to exercise its emergency rights under paragraph 28, City, its agent or attorney, may take possession of the Contracted Premises assigned to Contract and to relet the same for the remainder of the term at the best commission City, its agent or attorney, may obtain for the account of Contractor, who shall make good any deficiency.

XXX.

#### RECORDS AND AUDITS

30.1 During the term of this Contract, Contractor shall maintain in accordance with generally accepted accounting principles full, complete, and accurate permanent records and accounts of all sums of money paid or payable to Contractor for or on account or arising out of the business transaction authorized hereunder for each day of the term of this Contract.

30.2 Contractor shall furnish such financial reports, including financial operating statements as may be required by the City Manager; the Director, Department of Finance; or the Director, Department of Parks and Recreation.

30.3 Contractor shall furnish City a monthly report of gross receipts generated during each month of each contract year. Said report shall be due to City not later than the tenth (10th) day of each month of this Contract.

30.4 In addition to the above statements, Contractor shall deliver to City within sixty (60) days after the end of each contract year of the term of this Contract, and any extension(s) hereof, a statement attested to by a certified public accountant showing the aggregate gross receipts generated during the year being reported upon.

30.5 All applicable records and accounts of Contractor, together with all supporting documentation, shall be preserved in Bexar County, Texas, by Contractor for thirty-six (36) months after the effective day thereof. City, if it elects, may require that any or all of such records and accounts be submitted for audit to City or to a certified public accountant to be selected by City. If it shall be determined, as a result of such audit, that there has been a deficiency in the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if payments have been understated by more than two percent (2%) and City is entitled to an increase in payments due hereunder as a result of such understatement, then Contractor shall pay the cost of such reaudit by City or City's designated auditor. In the event Contractor shall be delinquent in furnishing to City any monthly statement or other statements required hereunder and shall not furnish said statements to City within two days following the request for same, then Contractor shall be automatically in default of this Contract.

XXXI.

COMPLIANCE WITH APPLICABLE LAWS INCLUDING EEO  
AND MINORITY BUSINESS ENTERPRISES

31.1 Contractor agrees to fully and promptly comply with all OSHA standards and all laws, rules, and orders of the federal, state, and municipal governments and all of their departments applicable to the concession herein granted to Contractor, including but not limited to the Water Safety Act contained in Chapter 31 of the Parks and Wildlife Code, Texas Revised Civil Statutes Annotated. (Reference ATTACHMENT 2 hereto)

31.2 Contractor is hereby advised that it is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Contractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Contractor further agrees that he/she will abide by all applicable terms and provisions of the Non Discrimination Clause and the Small and/or Minority Business Advocacy Clause; these clauses being available in the City's Department of Economic and Employment Development and the City Clerk's Office.

31.3. Contractor agrees that if deficiencies in any aspect of its employment practices and/or Minority Business Enterprises utilization are found as a result of a review or investigation conducted by the City's Department of Economic and Employment Development pursuant to paragraph D of the Non Discrimination Clause, Contractor may be required to submit a written Affirmative Action Plan to City's Department of Personnel.

XXXII.

ASSIGNMENT

32.1 Contractor shall not assign this Contract or allow same to be assigned by operation of law or otherwise, or sublet the Contract or any part thereof without the prior written consent of the City which may be given by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas.

XXXIII.

ATTORNEY'S FEES

33.1 In case it should be necessary or proper for City to bring any action under this Contract or consult or place said Contract or any amount payable by Contractor thereunder, with an attorney concerning or for the enforcement of any of City's rights hereunder, then Contractor agrees in each and any such case to pay to City reasonable attorney's fees.

XXXIV.

SEPARABILITY

34.1 If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XXXV.

AMENDMENT

35.1 This Contract and ATTACHMENTS hereto, together with the authorizing ordinance constitutes the entire contract between the parties. No amendment, modification, or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

XXXVI.

TAXES AND LICENSES

36.1 Contractor shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees, which are now or may hereafter be levied upon the Contracted Premises, or upon Contractor, or upon the business conducted, or upon any of Contractor's property used in connection therewith; and shall maintain in current status all federal, state, and local licenses and permits, required for the operation of the business conducted by Contractor.

XXXVII.

NON DISCRIMINATION

37.1 Any discrimination by Contractor or his/her agents or employees, on account of race, color, sex, age, religion, handicap, or national origin in employment practices or in the use of or admission to the boats and barges is prohibited.

XXXVIII.

WAGES

38.1 Contractor shall pay wages that are not less than the minimum wages required by federal and state statutes and City ordinances to persons employed in his/her operations hereunder.



XXXIX.

CONFLICT OF INTEREST

39.1 Contractor acknowledges that it is informed that Texas law prohibits contracts between the City and its "officers" and "employees", and that the prohibition extends to an officer and employee of City agencies such as City-owned utilities and certain City boards and commissions, and to contracts with any partnership, corporation or other organization in which the officer or employee has an interest. Contractor certifies (and this Contract is made in reliance thereon) that neither it nor any person having an interest in this Contract is an officer or employee of City or any of its agencies.

39.2 Any person(s) who have/have an interest in or is/are party to the Contractor hereunder may not serve as a member of the Riverwalk Advisory Commission. If such person(s) is/are a member of the Riverwalk Advisory Commission at the time this Contract is awarded, then such person(s) shall be required to resign that post immediately upon this Contract being awarded.

XXXX.

NOTICES

40.1 Notices to City required or appropriate under this Contract shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City Clerk  
P.O. Box 9066  
San Antonio, Texas 78285

AND

Director, Department of Parks and Recreation  
P.O. Box 9066  
San Antonio, Texas 78285

OR

to such other address as may have been designated in writing by the City Manager of the City of San Antonio, from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Contractor at the address on file with the City Clerk.

XXXXI.

GENDER

41.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXXII.

CAPTIONS

42.1 The captions contained in this Contract are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Contract.

XXXXIII.

PERCENTAGE OF GROSS RECEIPTS TO BE PAID TO CITY

43.1 In consideration of this Contract, Contractor agrees to pay to the City the following percentages of gross receipts:


- 40% of first \$500,000 in gross receipts
- 45% of gross receipts between \$500,001 and \$800,000
- 48% of gross receipts between \$800,001 and \$1,000,000
- 50% of gross receipts between \$1,000,001 and \$1,200,000
- 59.5% of gross receipts between \$1,200,001 and \$1,400,000
- 36% of gross receipts over \$1,400,001;

OR  
a minimum of \$300,000 per Contract year, whichever is greater.

43.2 Payments to the City shall be made in accordance with the provisions of paragraph 2.1 hereinbefore.

43.3 The schedule set forth above is based on gross receipts accumulated over a period of one Contract Year. Beginning the first day of each new Contract Year, the accumulation of gross receipts and the calculation of applicable percentage of payment to the City as provided above shall begin anew.

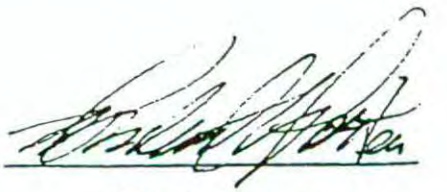
ACCEPTED and AGREED TO in all things this 20 day of May, 1988.

BY:   
TITLE: President

ATTEST: 

NAME OF FIRM: PDR Boats Company, Inc.

BY:   
CITY MANAGER  
CITY OF SAN ANTONIO, TEXAS

ATTEST:   
ASST. CITY CLERK