

A RESOLUTION

AUTHORIZING THE ACQUISITION FROM THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO OF THE LAND IN CIVIC CENTER PROJECT, TEX., R-83, NECESSARY TO ACCOMMODATE A BUILDING TO HOUSE THE PUBLIC BOAT MARINA WITH SERVICE FACILITIES, THE PUBLIC PARKING GARAGE, AND A HOTEL; AND AUTHORIZING THE CIRCULATION OF THE INVITATION FOR PROPOSALS FOR THE PRIVILEGE OF CONSTRUCTING AFORESAID BUILDING AND OF OPERATING AFORESAID HOTEL WITH SAID PROPOSALS TO REACH THE CITY COUNCIL CHAMBERS BY 11:00 A.M., ON THE 19TH DAY OF MAY, 1966.

* * * *

WHEREAS, a need exists within the Community and Convention Center for a public boat marina with service facilities at river level on the new river site and for a public parking facility providing 1200 to 1500 parking spaces; and,

WHEREAS, a need exists for an additional first class hotel in the immediate vicinity of the Community and Convention Center in order to provide public accommodations necessary for the successful operation of said Center; and,

WHEREAS, it is believed to be feasible to have the said marina, parking facility and hotel housed in one building at a substantial savings in the expenditure of City funds; NOW, THEREFORE,

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

SECTION 1. That the City Manager is authorized to acquire from the Urban Renewal Agency of the City of San Antonio, sufficient land located in Civic Center Project, Tex. R-83, to accommodate a building to house the public boat marina with service facilities, the public parking garage to provide 1200 to 1500 parking spaces and a first class hotel to provide public accommodations of 500 or more rooms.

SECTION 2. That the City Manager is hereby authorized to circulate the attached invitation to submit sealed proposals for the privilege of constructing a building to house the public boat marina with service facilities, the public parking garage and a hotel of 500 or more rooms restricted as to additional activities as stated therein and for operating such hotel under a lease.

PASSED AND APPROVED this 28th day of April, 1966.

ATTEST:

J. H. Inselmann
City Clerk.

John G. Hottel Pro-Tem
MAYOR.

APPROVED AS TO FORM:

Sam J. Love
City Attorney

66-326

Gentlemen:

Inasmuch as a need exists for an additional first class hotel located in the immediate vicinity of the Community and Convention Center, hereinafter called the Center, to serve the members of the public from outside the City of San Antonio who may be using the facilities of the Convention Center and whereas there is an area in the north portion of the Center site which will be used in part for a boat marina with service facilities at river level on the new river site and the balance for a public parking facility providing 1200 to 1500 parking spaces, and this location can be used as the site for the needed hotel without interfering with the public facilities presently planned for the area, you are invited to submit sealed proposals for the privilege of constructing and operating a hotel on said property under lease from the City in accordance with the following terms and conditions.

1. The hotel building to be located on the land specified. A plat of the area is attached hereto as Inclosure No. 1.
2. The hotel building to include 500 or more rooms of current date acceptable standards and to provide the facilities for the boat marina and the public parking facilities mentioned above without cost to the City. General design and space requirements for the boat marina may be obtained from Arthur Mathis, 2002 N. St. Mary's Street, San Antonio, Texas, Telephone No. CA. 3-6482.
3. The public parking facility shall be located on the ground level and the first floor above and perhaps below ground level and shall provide 1200 to 1500 parking spaces of current acceptable size and shall be available to the public. The plans shall provide means for traffic control and adequate police of the area with minimum personnel.
4. The boat marina with service facilities shall be operated by the City or its concessionaire.

The hotel operator shall not be entitled to any rent or other share of the proceeds of the operation of this public facility except as may be due it under separate concession agreement wholly independent of the ground lease proposed herein.

5. The space for the said hotel shall be covered by a lease for 50 years at an annual rental fee of \$ _____. The hotel and all its facilities shall become the property of the City immediately upon the expiration of the lease but the hotel operator shall have the privilege of negotiating for further use of the hotel and its facilities beyond the period of this lease.

6. The aesthetic features of the landscaping and the interior and exterior of the hotel building shall be indigenous to the site, Center and to San Antonio and subject to approval by the City.

7. The services and facilities offered by the hotel in its operation shall not compete with those offered by the Convention Center. The hotel shall not provide meeting rooms. The only food services which it may offer are coffee shop, dining room and room services. This will not include banquet or meeting room, breakfast, luncheon or dinner services. While it may offer office space or facilities for transportation offices such as air lines, rent-a-car, etc., it will only offer such commercial space as is acceptable under the Urban Renewal plan and is generally acceptable and essential to hotel operation.

8. The space lease will not be transferred, assigned or hypothecated without prior approval of the City.

9. The construction contract for the hotel building and its facilities shall contain the same provisions with respect to the wage scales, etc., as the other contracts for construction within the Center area. All requirements contained in the City Code will be complied with.

10. The hotel building is to be completed and in full operation as a hotel by April 1, 1968, except, however, should the completion of the hotel building be delayed by reason of a general strike of the construction workers or by any injunction or other court action, or by a national emergency declared by the President of the United States, the hotel operator shall be entitled to an extension of time equal to the time of such delay, which extension of time shall be fixed finally by written certificate made by the director of public works upon written request therefor made to him by the hotel operator within ten days after each period of such delay. Failure of the hotel to be in operation by the agreed date shall entitle the City to liquidated damages at the rate of \$ _____ per calendar day until completed.

11. The hotel operator shall indemnify, save the City harmless, and provide the City's defense without cost, from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any claim or claims, injury or alleged injury to person or property, resulting or alleged to result from or to be occasioned by the acts or omissions of the hotel operator or any of its agents, servants, contractors, sub-contractors or employees whether negligent or otherwise, in the construction, repair, operation, conduct or maintenance of the hotel and its facilities, or in guarding the same, and will carry liability insurance with a solvent stock company with the City as a named insured in not less than the following amounts:

_____ , _____ , _____

In addition, the hotel operator will provide the usual construction, performance, and maintenance bonds with the City as a named beneficiary to insure that the construction contractor's contract will be performed and all bills and other obligations met in full.

12. It is understood and agreed that in the event that the City should be unable for legal reasons to furnish the hotel site as herein set forth, after a proposal has been accepted and the appropriate contract executed, the contract will be forthwith terminated and the City's liability, if any, shall not, in any event, exceed the amount that the hotel operator has expended for actual construction expenses in the furtherance of said contract after said contract was executed. In the event that the City should be determined to be liable for the aforesaid sums expended, the City shall have the right to have free and clear of all claims of other parties, the property and work product so paid for.

13. All matters not specifically covered herein shall be the subject of further negotiation in the event they are not covered in the proposal submitted or, if covered, are unsatisfactory to the City.

14. Complete plans, drawings, also all financial arrangements and Management arrangements and information are required to be submitted as a part of the sealed proposal invited hereby.

15. While the City is contemplating the lease of the area set forth above for the purposes stated, it contemplates that such lease, if executed, will be a reliable and responsible party whose proposal and the information submitted therewith will, in the opinion of the City Council, assure successful operation of the hotel and its facilities and offer the highest return and benefit to the City. In all events the City reserves the right to reject any and all proposals without incurring any liability of any nature thereby and to waive any informalities. All proposals to be submitted sealed and to reach the City Council Chambers in the City Hall of the City of San Antonio, by 11:00 A.M., on the 19th day of May, 1966. Proposals received thereafter will not be considered.

DISTRIBUTION

ITEM NO. 13

66 526

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	<u>4-28</u>		
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	<u>4-28</u>		
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	<u>4-28</u>		
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.	<u>4-28</u>		
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY	<u>4-28</u>		
OTHER:			

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: APR 28 1966

MOTION BY: Park SECONDED BY: Jones

ORD. NO. Resolution ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		<u>✓</u>	
DR. HERBERT CALDERON PLACE No. 2		<u>✓</u>	
ROBERT C. JONES PLACE No. 3		<u>✓</u>	
S. H. JAMES PLACE No. 4		<u>✓</u>	
MRS. S. E. COCKRELL, JR. PLACE No. 5		<u>✓</u>	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		<u>✓</u>	
FELIX B. TREVINO PLACE No. 7		<u>✓</u>	
GERALD PARKER PLACE No. 8		<u>✓</u>	
ROLAND C. BREMER PLACE No. 9		<u>✓</u>	

BRIEFED BY: _____

ADDITIONAL INFORMATION:

REMARKS:

J. H. INSELMANN

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