

AN ORDINANCE 2008-11-20-1011

**AUTHORIZING AN OPERATIONS AND MAINTENANCE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND THE SAN ANTONIO RIVER AUTHORITY FOR THE OPERATION
AND MAINTENANCE OF THE MUSEUM REACH URBAN SEGMENT,
EAGLELAND, AND THE MISSION REACH.**

* * * * *

WHEREAS, on April 12, 2007, City Council authorized a memorandum of understanding with the San Antonio River Authority (SARA) in an effort to fund the \$18 million shortfall for the Museum Reach Urban Segment; and

WHEREAS, to meet the additional funding requirement, SARA agreed to provide \$1.5 million in operations and maintenance activity on the San Antonio River Improvement Project (SARIP); and

WHEREAS, with the funding from SARA offsetting future City operations and maintenance costs, the City gained funding capability to finance debt to cover the additional \$18 million needed for the project; and

WHEREAS, SARA staff will perform the operations and maintenance activity to be funded by SARA in adherence to a schedule, operations and maintenance standards, budget and procedures mutually agreed to each year by the City and SARA; and

WHEREAS, the scope of the operations and maintenance activity to be performed by SARA includes the routine maintenance for the Museum Reach Urban Segment, Eagleland Segment, and Mission Reach; and

WHEREAS, SARA will assume the operations and maintenance responsibility as each phase comes on line; and

WHEREAS, SARA will provide an annual report to the City of San Antonio that outlines their maintenance duties and funding commitment to the SARIP; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute an Operations and Maintenance Interlocal Agreement between the City of San Antonio and the San Antonio River Authority for the operation and maintenance of the Museum Reach Urban Segment, Eagleland, and the Mission Reach. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

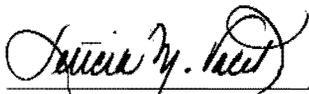
SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the

SW/mgc
11/20/08
Item # 4a

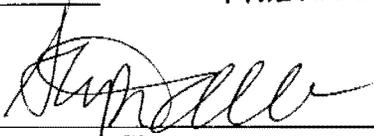
City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 3. This ordinance shall be effective on and after November 30, 2008.

PASSED AND APPROVED this 20th day of November, 2008.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
City Attorney
fa



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 4A

Name:	4A, 4B, 4C, 4D
Date:	11/20/2008
Time:	10:00:54 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a Operations and Maintenance Interlocal Agreement between the City of San Antonio and the San Antonio River Authority for the operation and maintenance of the Museum Reach Urban Segment, Eagleland, and the Mission Reach.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9	x					
John G. Clamp	District 10		x				

**CITY OF SAN ANTONIO AND SAN ANTONIO RIVER AUTHORITY
OPERATIONS AND MAINTENANCE AGREEMENT
FOR THE MUSEUM REACH URBAN SEGMENT, EAGLELAND
SEGMENT AND THE MISSION REACH SEGMENT
OF THE
SAN ANTONIO CHANNEL IMPROVEMENT PROJECT**

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This Operations and Maintenance Agreement (“Agreement”), is made and entered this ___ day of _____, 2008 by and between the City of San Antonio (“City”) and the San Antonio River Authority (“River Authority”) The City and the River Authority are individually referred to as a “Party” and are collectively referred to as “the Parties.”

RECITALS

WHEREAS, the City and the River Authority have entered into agreements dated February 3, 1981 and December 3, 1987 titled “San Antonio Rivers and Streams Maintenance and Operations Agreement” that reflect previous agreements for the operation and maintenance of the San Antonio River;

WHEREAS, the City and the River Authority have entered into a Memorandum of Understanding dated April 11, 2007, (the “MOU”), that reflects the Parties agreement for the River Authority to operate and maintain the San Antonio River segments of the San Antonio River Improvements Project (SARIP); and

WHEREAS, the MOU obligated the Parties to enter into an interlocal agreement further detailing the terms and conditions for the River Authority to operate and maintain the San Antonio River and this Agreement is intended to reflect the Parties agreement that the River Authority has assumed the operation and maintenance responsibilities associated with the Urban Segment Facilities, the Eagleland Segment Facilities and the Mission Reach Segment Facilities of the San Antonio River defined in Subsection 1.2.1 hereinbelow and the River Authority agrees to operate and maintain the defined areas and facilities; and

WHEREAS, the Parties recognize that current statutory limits on the River Authority’s taxing authority and existing commitments of the River Authority’s resources to other mission specific roles and responsibilities limit the resources available to the River Authority to fully support a total assumption of the operations and maintenance of the San Antonio River within the City’s limits at this time and the Parties continue to explore opportunities to reassign funding and operational and capital improvements responsibilities as well as revenue opportunities on the San Antonio River and its tributaries; and

WHEREAS, the Parties, in the interest of efficiency, public convenience and pursuant to the provisions of Chapter 791, Texas Government Code, have determined that the public interest would best be served by the River Authority providing operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities of the San Antonio River; and

WHEREAS, the execution of this Agreement was authorized by the governing body of each Party; this Agreement states the governmental services to be performed and the purposes for which the Agreement was entered; the rights, obligations and mutual considerations of the Parties are expressed in this Agreement; each Party is paying for the performance of any and all governmental services and functions from current available funds and in amounts that fairly compensate the performing Party; and the functions and services committed to by each Party are within their respective authority to perform;

NOW THEREFORE, for valuable consideration, including the mutual covenants and agreements contained in this Agreement, the City and the River Authority contract and agree as follows:

ARTICLE I AGREEMENT

SECTION 1.1 - GENERAL

This Agreement serves as the sole document that sets forth the procedures and responsibilities relative to the operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities of the San Antonio River defined in Subsection 1.2.1. This Agreement formalizes the relationship of the City and the River Authority with respect to operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities of the San Antonio River defined in Subsection 1.2.1. The intent/purpose of this Agreement is to: (1) extend the life of the capital investment in the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities; (2) preserve the ability of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities to properly convey flood waters; (3) define both the normal and flood operational and maintenance requirements and the responsibilities necessary for compliance with the standards of the Parties; (4) establish regular inspection and reporting procedures; (5) insure appropriate design review and approval of adjacent and in-channel developments along the areas and facilities defined in Subsection 1.2.1 for their impact on the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and conveyance of flood waters; (6) prevent encroachments and trespasses; (7) determine the quantity and quality of water from all sources to be allocated to the San Antonio River and its tributaries and to flow downstream to support environmental flow needs of the San Antonio River and its ecosystem; (8) allow the River Authority to use potential revenue sources from the operation of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities to off-set the cost of the operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and (9) to accomplish other related objectives. This Agreement is made only between the Parties hereto and

made only between the Parties hereto and there are no third party beneficiaries to this Agreement.

SECTION 1.2 - COVERAGE & RESPONSIBILITY

The Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities or portions thereof are described and/or graphically shown on the attached Exhibits A, B and C and the as-built drawings for the Museum Reach Urban Segment and the Eagleland Segment and plans for the Mission Reach Segment on file with the River Authority. The responsible agents in this Agreement are the City and the River Authority.

1.2.1 River Authority:

The River Authority shall:

be responsible, as set out in each of their appropriate sections, for the operation, maintenance, inspection and repair of damage caused by Minor Flood Events as defined in Section 3.10 of the following areas and facilities defined as the “Urban Segment Facilities”, the “Eagleland Segment Facilities” and the “Mission Reach Segment Facilities”, respectively:

All improvements constructed as part of the Museum Reach Urban Segment within the San Antonio River channel right-of-way between the downstream sides of both the Josephine Street and Lexington Avenue Bridges that are described and/or graphically shown on Exhibit A, but not including vehicular bridges, drainage outfalls, utilities, the tunnel or pre-existing improvements are the Urban Segment Facilities; all improvements constructed as part of the Eagleland Segment within the San Antonio River channel right-of-way between the downstream sides of both the Alamo Street and Lone Star Boulevard Bridges that are described and/or graphically shown on Exhibit B, but not including vehicular bridges, drainage outfalls, utilities or pre-existing improvements are the Eagleland Segment Facilities; all improvements constructed and to be constructed as part of the Mission Reach Segment within the San Antonio River channel right-of-way between the downstream sides of both the Lone Star Boulevard and Loop 410 South Bridges that are described and/or graphically shown on Exhibit C, but not including vehicular bridges, drainage outfalls, utilities or pre-existing improvements are the Mission Reach Facilities.

shall be responsible for operation, maintenance, inspection and setting of all sensors within the confines of the area described and/or graphically shown on Exhibits A, B and C and the operation, maintenance, inspection, non-structural repair and general upkeep of the Instrumentation and Control Facilities of the segment shown on Exhibits A, B and C. The River Authority shall provide at cost to the City other services as are mutually agreeable such as emergency repairs by electricians, plumbers and others, and other activities as may be of mutual benefit to the parties as it may best serve the public interest. Emergency is the eminent risk of life, public health, safety and or property damage.

1.2.2 City:

The City shall:

1. be responsible for the regulation of all City Facilities to include security, police and fire protection and control, search and rescue/recovery operations; vehicle, bicycle, and pedestrian movements; evacuation operations; and hazardous material response.
2. use its best efforts to alert citizens within the confines described and/or graphically shown on Exhibits A, B and C, of eminent flood danger; potential or actual flood conditions, Weather Bureau bulletins; on-site observations and other emergency situations. The City is responsible for emergency response, including police, fire and EMS. Information on emergency conditions and alerts shall be coordinated through the City Fire Department Office of Emergency Management, the City Emergency Operations Center (EOC), the City Police Department, City Public Works Station One, and/or through the City Park Rangers, and the County Fire Marshal/Emergency Management Division.
3. provide to the River Authority at cost, the natural gas engine (CNG) conversion and fuel necessary for the operation of internal combustion engine equipment for maintenance barges only as to duplicate the efforts of the City to provide minimal polluting exhaust.
4. provide to the River Authority at cost, the operation of Lady Eco on a schedule to be mutually agreed to by the Parties.
5. provide to the River Authority at cost, other services as are mutually agreeable such as emergency repairs by electricians, plumbers and others, routine mutually advantageous equipment and supply purchases and other activities as may be of mutual benefit to the parties as it may best serve the public interest. Emergency is the eminent risk of life, public health, safety and or property damage.

SECTION 1.3 - MODIFICATIONS

Major changes, renovations, or modifications to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities will not result in any change in responsibility as defined in Section 1.2 - COVERAGE AND RESPONSIBILITY unless this Agreement is changed in writing and agreed to by the Parties. Section 3.4 -MODIFICATION AND STRUCTURAL IMPROVEMENTS outlines the protocol to make changes or modifications to structural improvements.

ARTICLE II GENERAL CONDITIONS

SECTION 2.1 - OTHER AGREEMENTS

This Agreement shall specifically supersede and void the specific portions of the agreements dated February 3, 1981 and December 3, 1987 titled "San Antonio Rivers and Streams Maintenance and Operations Agreement" that directly refer to any area within the confines of the Urban Segment Facilities, the Eagleland Segment Facilities or the Mission Reach Segment Facilities as described and/or graphically shown on Exhibits A, B and C.

SECTION 2.2 - OBLIGATIONS

It is understood and agreed that this Agreement is for the purpose of defining the authority and responsibility of the Parties herein for the operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities as described and/or graphically shown on Exhibits A, B and C and in no way shall be considered to cover any past, present or future obligation(s) either real or anticipated concerning other flood control improvements as set out in agreements dated February 3, 1981 and December 3, 1987 titled "San Antonio Rivers and Streams Maintenance and Operations Agreement". For example, the City will continue to operate the San Antonio River Tunnel.

SECTION 2.3 - RIGHTS-OF-WAY

The City grants and conveys for City owned property to the River Authority the right to perform the required operations and maintenance on the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities within the confines shown in Exhibits A, B and C without the necessity of further easements or agreements from the City.

SECTION 2.4 - ENCROACHMENTS

The City and the River Authority shall use their authority and best efforts to prevent encroachments or trespasses within the rights-of-way of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, improvements from being passed over, under or through the rights-of-way of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, excavation or construction within the rights-of-way of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities or any changes being made to the rights-of-way of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities without the prior written consent of the Parties.

SECTION 2.5 - EMERGENCIES

The City agrees that proper traffic and crowd control, emergency management, evacuation, and search and rescue/recovery operations, in response to emergencies and necessity, are critical during flood events. In accordance with established emergency management procedures, it is understood

and agreed that the City shall, to the best of its ability, provide necessary and adequate support and response during a flood event as may be deemed necessary to provide for the public health, safety and welfare. At the request of the City, the River Authority shall assist in all emergencies as appropriate and within the River Authority's resource capabilities.

SECTION 2.6 - WATER QUALITY AND FLOW REQUIREMENTS

Performance guidance criteria regarding water quality and flow requirements for the San Antonio River will be established by the Parties. The minimum flow requirements for the San Antonio River are set forth as shown in Exhibit D. The minimum flow requirements and the water quality requirements will support the environmental flow needs of the San Antonio River and its ecosystem. The minimum flow requirements and water quality requirements shall be maintained by the Parties, unless by mutual agreement, Exhibit D is modified. The River Authority will comply with the lock and dam impoundment permit.

The City (through its city owned San Antonio Water System) will provide recycled water to the San Antonio River to ensure that minimum flow requirements are met. The responsibilities of this Section 2.6 as they apply to the Parties are subject to existing agreements between the City and their city owned San Antonio Water System (SAWS) These existing agreements establish SAWS recycled water delivery requirements to the San Antonio River and operations and maintenance requirements consistent with the terms and conditions for impoundments, diversion and use, etc.

SECTION 2.7 - MAINTENANCE SCHEDULE

The River Authority shall adhere to the City's Standards and Schedules of Performance as adopted annually for waterways, horticulture, sanitation and other general maintenance activities for the Urban Segment Facilities, described and /or graphically shown on Exhibits A The schedules shall set the minimum standards and schedules for general maintenance activities, but may be adjusted, as necessary if significant events modify the annual standards and schedules and mutually agreed upon by both parties. In an effort to take advantage of the economies of scale, the River Authority shall have the right to utilize existing third party downtown River Walk contracts or joint bid future third party downtown River Walk contracts, and mutually agreed upon by both parties.

The River Authority shall adhere to the Corp of Engineer's Adaptive Management Plan for the Eagleland Segment Facilities an the Mission Reach Segment Facilities as shown on Exhibit B and C

General maintenance shall include regularly scheduled inspections and preventative maintenance for the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities to maximize the benefits of the facilities and enhance the life expectancy of the facilities.

SECTION 2.8 - MAINTENANCE INSPECTIONS

The River Authority will conduct an annual visual inspection of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. The River Authority will notify the City of the annual inspection. The visual inspection is preventive in nature and will include

a thorough inspection of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. The City and the River Authority will coordinate the annual visual inspection with the City's draining of the River Walk.

Following the annual inspection, the River Authority shall document the findings of the inspection, if any, including any identified maintenance requirements, potential warranty claims and a proposed schedule for the completion of such requirements. The River Authority will notify the City of any warranty claims made by the River Authority.

In emergency cases where personal injury, property damage, structural failure or loss of life is threatened, the River Authority's primary responsibility is to make non-structural emergency repairs by whatever reasonable means are deemed necessary. As soon after the emergency as possible, representatives from the Parties and others as necessary shall inspect the area of emergency repair to determine if any further repairs are required to prolong the life of the capital investment in the repaired area. Copies of the report of the findings and recommendations of the inspection shall be provided to the appropriate representatives of the Parties.

SECTION 2.9 – OPERATION OF THE LOCK AND DAM

The River Authority will operate the lock and dam as described in Article IV and Attachment C. The River Authority will establish regular hours of operation consistent with the regular operating hours of the City's franchise agreement with the barge operator. In the event the barge operator requests that the lock and dam be operated outside of those established hours, the River Authority will contract directly with the barge operator.

SECTION 2.10 – SPECIAL EVENTS

In the event the promoter of a special event requests access to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, the City shall regulate the special event and coordinate the special event's activities, location, security, garbage disposal and hours of operation with the River Authority to ensure that the special event does not have an adverse impact on the River Authority's operation and maintenance obligations.

SECTION 2.11 - VENDORS

In the event the City authorizes vendors to access the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, the City shall regulate the vendors and coordinate the vendor's activities, location, security, garbage disposal and hours of operation with the River Authority to ensure that the vendors do not have an adverse impact on the River Authority's operation and maintenance obligations.

SECTION 2.12 – REVENUE

Current statutory limits on the River Authority's taxing authority and existing commitments of the River Authority's resources to other mission specific roles and responsibilities limit the resources

resources available to the River Authority to support the operation and maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. The Parties agree that the River Authority may identify and contract for revenue opportunities from the operation of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, including special events, vendors, concessions and franchises to off-set the cost to operate and maintain the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities.

ARTICLE III GENERAL OPERATING PROCEDURES

SECTION 3.1 - RIVER AUTHORITY

3.1.1 River Authority

The River Authority shall be responsible for the duties listed below:

- (a) Maintain the operational readiness of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities to ensure such facilities operate effectively.
- (b) Make operational decisions for Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities as required by this Agreement.
- (c) Inform the City of significant conditions that may affect the functions of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and report other critical needs as required.
- (d) Ensure that operations, maintenance, coordination, and planning for Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities are performed as outlined in this Agreement. The procedures outlined for operations and maintenance shall be observed by the Parties to this Agreement unless operations and maintenance procedures are modified by mutual agreement of the Parties to this Agreement.
- (e) Review all plans for development adjacent to the area described and/or graphically shown in Exhibits A, B and C to identify concerns/problems and, within appropriate authority, mitigate any adverse impacts to this area and prevent negative impacts due to adjacent construction and stormwater runoff.
- (f) Comply with the Standards and Schedules of Performance maintenance standards for the area within the confines of Exhibits A, B and C in cooperation with the City.
- (g) Comply with the maintenance schedule for Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities as outlined in Section 2.7, and coordinate

coordinate the annual maintenance inspection outlined in Section 2.8.

3.1.2 City

The City shall be responsible for the duties listed below:

- (a) Inform the River Authority of significant conditions that may affect the function of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and report other critical needs as required.
- (b) Ensure that operations, maintenance, coordination, and planning for the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities are performed as outlined in this Agreement. The procedures outlined for operations and maintenance shall be observed by the Parties to this Agreement unless operations and maintenance procedures are modified by mutual agreement of the Parties to this Agreement.
- (c) Inform the River Authority of all applications for development permits adjacent to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, coordinate with the River Authority to identify potential adverse impacts to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and upon a determination by the River Authority of adverse impacts to the utility, function, operation or maintenance of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities, mitigate any adverse impacts to the mutual satisfaction of the Parties to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and prevent negative impacts due to adjacent construction and stormwater runoff.

SECTION 3.2 - HARDSCAPE AND LANDSCAPE MAINTENANCE

The obligation for minor and routine maintenance of the Urban Segment buildings, structures, and site improvements described in Sections 1.2.1 shall be the responsibility of the River Authority and includes, but is not limited to:

- (a) graffiti removal and painting of building exteriors.
- (b) Parking lots, driveways, bulkheads, retaining walls, signage and sidewalks.
 - i) surface cleaning, signage repair/replacement and litter/debris removal
 - ii) repairs to surface defects, if they are not structural in nature
- (c) Horticultural, waterways, and sanitation:
 - i) daily removal of litter
 - ii) repair/replacement of irrigation/landscape vegetation
 - iii) landscape and vegetation maintenance, mowing and trimming
- (d) Appurtenances as each is related to the Safe Harbor and Lock & Dam mechanical buildings

- (e) Lighting and related components constructed as part of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities.
- (f) Heating, ventilation and air conditioning equipment.
- (g) Other related mechanical systems and structural components.
- (h) Instrumentation control and other equipment controls required for Urban Segment facility operations.

If structural repairs, to the Urban Segment buildings and facilities, are deemed necessary the River Authority will submit the proposed repairs to the City, and upon approval will facilitate, contract for and manage those repairs with funding provided by the City.

The obligation for minor and routine maintenance of the Eagleland Segment buildings, structures, and site improvements described in Sections 1.2.1 shall be the responsibility of the River Authority and includes, but is not limited to:

- (a) graffiti removal and painting of building exteriors.
- (b) Parking lots, driveways, bulkheads, retaining walls, signage and sidewalks.
 - i) surface cleaning, signage repair/replacement and litter/debris removal
 - ii) repairs to surface defects, if they are not structural in nature
- (c) Horticultural, waterways, and sanitation:
 - i) removal of litter
 - ii) repair/replacement of irrigation/landscape vegetation
 - iii) landscape and vegetation maintenance, mowing and trimming

If structural repairs, to the Eagleland Segment buildings and facilities, are deemed necessary the River Authority, will submit the proposed repairs to the City, and upon approval will facilitate, contract for and manage those repairs with funding provided by the City.

The obligation for minor and routine maintenance of the Mission Reach Segment buildings, structures, and site improvements described in Sections 1.2.1 shall be the responsibility of the River Authority when such buildings, structures, and site improvements are constructed and includes, but is not limited to:

- (a) graffiti removal and painting of building exteriors.
- (b) Parking lots, driveways, bulkheads, retaining walls, signage and sidewalks.
 - i) surface cleaning, signage repair/replacement and litter/debris removal
 - ii) repairs to surface defects, if they are not structural in nature

- (c) Horticultural, waterways, and sanitation:
 - i) removal of litter
 - ii) repair/replacement of irrigation/landscape vegetation
 - iii) landscape and vegetation maintenance, mowing and trimming

If structural repairs, to the Mission Reach Segment buildings and facilities, are deemed necessary the River Authority, will submit the proposed repairs to the City, and upon approval will facilitate, contract for and manage those repairs with funding provided by the City.

SECTION 3.3 - RIVER CHANNEL MAINTENANCE

The obligation for maintenance of the flood control aspects of the channel described in Sections 1.2.1 and 1.2.2 shall be the responsibility of the River Authority for the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and includes and is limited to:

- (a) Erosion repairs within the confines of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities.
- (b) Silt, litter and debris removal as it becomes necessary
- (c) Bank stabilization
- (d) Vegetation control, mowing, and trimming

If structural repairs, to the Urban Segment, Eagleland Segment or the Mission Reach Segment flood control channel, are deemed necessary the River Authority will submit the proposed repairs to the City, and upon approval facilitate, contract for and manage those repairs with funding provided by the City.

SECTION 3.4 – PUBLIC ART

The responsibility of for the maintenance of public art will be decided upon receipt of a maintenance plan that outlines the maintenance procedure for each piece of public art as well as addressing its durability. The River Authority is not responsible for the maintenance of public art outside of those responsibilities considered routine in nature. Routine maintenance will be mutually agreed upon by both parties.

SECTION 3.5 - MODIFICATION AND STRUCTURAL IMPROVEMENTS

The River Authority may present proposed modifications and structural improvements to the City for funding. The proposal will include the budget and scope of work. If the City approves of the proposal, the City will establish a budget to provide funding for the modifications and structural improvements. The River Authority will contract for and secure all permitting on behalf of the City for the modifications and structural improvements.

SECTION 3.6 - UTILITIES AND SERVICES

3.6.1 River Authority

Provision of utilities and other related services for the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities shall be the responsibility of the River Authority and are limited to; electricity, potable water, sewer, gas, garbage and trash disposal, janitorial services, telephone service and data transfer services as they are related to the operation of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities.

3.6.2 City

The City (through its city owned San Antonio Water System) shall provide recycled water for the purpose of landscape irrigation within the limits of the Urban Segment Facilities,. The responsibilities of this Section 3.5.2 as they apply to the Parties are subject to existing agreements between the City and their city owned San Antonio Water System (SAWS) These existing agreements establish SAWS recycled water delivery requirements to the San Antonio River and operations and maintenance requirements consistent with the terms and conditions for impoundments, diversion and use, etc.

SECTION 3.7 - MATERIAL STORAGE

Other than materials required for the normal operation of the facilities, materials or items of hazardous, dangerous, flammable, or explosive character that might substantially increase the risk of fire, explosion, or other associated disaster shall not be kept on the premises of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities unless the prior written consent of the River Authority is obtained and proof of adequate protection is provided.

SECTION 3.8 - ACCESS TO BUILDINGS, STRUCTURES, FLOOD CONTROL CHANNELS AND OTHER FACILITIES

Subject to the River Authority's consent (which shall not be unreasonably withheld), and within normal working hours, the City shall have the right to enter buildings, structures, flood control channels and other River Authority operated and maintained Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities to make inspections and provide necessary services. Those entities entering the facilities shall be responsible for ensuring the facilities are secured completely upon their departure. The River Authority shall grant right of entry to River Authority operated Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. Access to the maintenance buildings and the lock and dam must be coordinated with the River Authority and require a minimum of 48 hours advance notice. External tours of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities must be coordinated with the River Authority and require prior notice.

Access shall be made available immediately in the event of a major flood or other catastrophic occurrence involving the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. Absolutely no adjustments to the system will be made without the approval of the River Authority or designee.

SECTION 3.9 – COORDINATION AND COOPERATION

Coordination and cooperation between the Parties are necessary for ongoing and future activities associated with the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. These activities include, but are not limited, to design and construction, water quality testing, project construction and maintenance inspections, and emergency repairs.

This coordination/cooperation will enable the River Authority to develop and construct future projects and to finalize uncompleted portions of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. Access by the River Authority, its personnel and contractors are necessary for project development and construction, and to finalize ongoing projects. The River Authority shall work closely with the City to coordinate operations and maintenance activities.

SECTION 3.10 - EQUIPMENT

The Parties will cooperate to procure, operate, maintain and repair the equipment necessary for use within the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities and will attempt to ensure that such equipment is compatible with equipment used by the other Party.

SECTION 3.11 – STRUCTURAL REPAIRS

The River Authority will fund the costs of normal operations and maintenance, ordinary wear and tear and vandalism of the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities. A Minor Flood Event is one that results in less than one foot of water over the sidewalk of the Urban Segment Facilities measured at downstream edge of the Lexington Avenue Bridge. A Catastrophic Flood Event is one that results in more than one foot of water over the sidewalk of the Urban Segment Facilities measured at downstream edge of the Lexington Avenue Bridge. The City will fund all repairs to the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities necessitated by Catastrophic Flood Events.

SECTION 3.12 – INVOICING PROCEDURES

The Parties will submit monthly invoices for services and materials covered by this Agreement and actually provided. All invoices shall be itemized to include the hours worked, personnel classifications, a summary of work performed, and such other reasonable information as may be required to substantiate invoiced amounts. The Parties will not process invoices for payment unless accompanied by this information. If the Parties object to any invoice submitted, the Parties shall so advise the other verbally, or in writing, giving reasons within twenty-one days following the receipt of

of such invoice. Records of reimbursable expenses and expenses pertaining to the services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the Parties for inspection. A sample invoice is attached as Exhibit E.

SECTION 3.13 – AUDIT

The City may conduct an audit of City funds disbursed to the River Authority. The River Authority may conduct an audit of River Authority funds disbursed to the City. Each Party's staff or a certified public accounting firm designated by that Party, may perform such audit(s). Each Party agrees to make available to the other Party all books, records, documents and reports with respect to matters covered by this Agreement.

SECTION 3.14 – REPORTING

The River Authority will provide annual reports to the City on the expenses for maintenance and operations activity along the SARIP. These reports will be submitted no later than 60 days following the completion of the River Authority fiscal year

ARTICLE IV OPERATING STATUS

The River Authority and the City shall follow the operational procedures as established by the River Authority and the City for operation of the Urban Segment Facilities, the Eagleland Segment Facilities and the Mission Reach Segment Facilities.

Pre-Flood, Flood, Post-Flood and Normal operating conditions are more specifically detailed in sections 4.1, 4.2, and 4.3 in addition to Exhibit F.

SECTION 4.1 - PRE-FLOOD

“Pre-flood” status shall be declared when pending weather forecasts indicate heavy rainfall is forecasted or if the flow in the Urban Segment, Eagleland Segment or the Mission Reach Segment portion of the flood control channel is such that light or moderate amounts of rainfall may cause flooding along that portion of the channel. The City shall be responsible for establishing “pre-flood” status and shall notify the River Authority. Specifically, the following actions shall be taken

- (a) The River Authority shall operate the Lock and Dam gates.
- (b) The River Authority shall alert and mobilize necessary maintenance and engineering personnel.
- (c) The City shall operate the tunnels and all other flood gates in accordance with their existing procedures.

SECTION 4.2 - FLOOD

“Flood” status shall mean that flooding along the Urban Segment, Eagleland Segment or the Mission Reach Segment portion of the flood control channel is occurring or is imminent. The City shall be responsible for establishing “flood” status and shall notify the River Authority of such condition. The River Authority shall implement flood operations.

- (a) In the event of potential or actual flooding conditions or any other type of emergency, it may become necessary to alter Urban Segment Facility Lock and Dam gate setting. The River Authority and/or the designated representative shall be responsible for the changing of the Urban Segment Facility Lock and Dam gate setting during flooding conditions or any other type of emergency 24 hours a day, 7 days a week.
- b) The River Authority shall be notified should an Urban Segment Facility Lock and Dam gate failure occur or of other critical circumstances. The River Authority shall then notify the responsible party and/or other personnel for support as needed.
- (c) The River Authority shall deploy personnel needed to insure proper operation of Urban Segment Facility Lock and Dam gates.
- (d) The City shall operate the tunnels and all other flood gates in accordance with their existing procedures.

SECTION 4.3 - POST-FLOOD

“Post-flood” status shall follow a “pre-flood” or “flood” which has since passed. The respective Parties shall perform clean up operations, visual and physical checks and inspections, and maintenance and repairs as required in order to return to normal operating conditions. The City shall be responsible for establishing “post-flood” status for the Urban Segment Facilities, the Eagleland Segment Facilities and the Mission Reach Segment Facilities and notifying the River Authority. Repairs required during post-flood shall be closely coordinated by the River Authority with the City. All damage inspections shall be coordinated with representatives of the Parties and any one else the River Authority determines to be appropriate.

SECTION 4.4 - NORMAL

“Normal” status shall be declared when “pre-flood”, “flood” or “post-flood” conditions no longer exist. The City shall be responsible for establishing the Urban Segment, Eagleland Segment and the Mission Reach Segment “normal” status and notifying the River Authority. Under this status, maintenance, repair, and operation shall occur as normal. The River Authority shall insure proper operation of Urban Segment Facility Lock and Dam gates. The City shall operate the tunnels and all other flood gates in accordance with their existing procedures.

**ARTICLE V
MISCELLANEOUS**

SECTION 5.1 - COORDINATION AND PLANNING

There shall be an annual meeting jointly of the Parties, normally the first week in March. The River Authority shall notify the City in writing of the date agreed upon for the annual meeting. During the annual meeting, the Parties shall review this Agreement, the field operations, and the findings of the annual inspection described in Section 2.8 to determine if this Agreement or the operational procedures should be amended. All parties will submit any proposed amendments to the Standards and Schedules of Performance at this meeting..

SECTION 5.2 - CONFLICT RESOLUTION

Should any conflict relative to this Agreement arise regarding operational criteria, operating and maintaining the facilities, access, etc., then the Parties shall make attempts to cooperate and resolve all issues at the lowest organizational level possible. Should a conflict not be resolved, the situation shall be elevated to the next organizational level and continue to be elevated to the City's City Manager and the River Authority's General Manager.

SECTION 5.3 - TRANSFER OF RIGHTS

This Agreement shall be binding on any successors of the Parties. No Party shall have the right to assign and/or reassign its/their interest in this Agreement to any other entity, unless the prior written consent of the other Party hereto is obtained.

SECTION 5.4 - ENTIRE AGREEMENT

This Agreement, including Exhibits A, B, C, D, E and F which are incorporated herein, constitutes the entire Agreement among the Parties pertaining to the subject matter hereof. Assumption of operations and maintenance obligations shall be effective the date of execution of this Agreement.

SECTION 5.5 - INFORMATIONAL

The descriptive headings of the several Articles, Sections and paragraphs contained in this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions thereof.

SECTION 5.6 - TERMINATION

It is understood and agreed to by the Parties to the Agreement that all obligations created herein to operate and maintain the Urban Segment Facilities, Eagleland Segment Facilities and the Mission Reach Segment Facilities shall terminate as to any one Party when and if such obligations cease to be the obligation of the respective Party. In such event, the Party shall notify the other signatories in

writing, dated subsequent to the date hereof, and duly executed by the Parties.

SECTION 5.12 – RELATIONSHIP OF THE PARTIES

Nothing contained herein will be deemed or construed by the Parties or by any other entity, as creating the relationship of principal and agent, joint venture, partnership or any other similar relationship between the Parties. It is understood and agreed that no provisions in this Agreement, or any acts of the Parties, create a relationship between them other than that of being an independent contracting public entity. In keeping with the provision of their services as an independent public entity, each Party will be responsible for its respective acts or omissions. Neither Party has the authority to bind the other or to hold out to other entities that it has the authority to bind the other Party. Neither Party is the legal agent of the other.

SECTION 5.13 – FORCE MAJEURE

In the event that either Party is prevented from completing the performance of its obligations under this Agreement by an Act of God, or other occurrence whatsoever, which is beyond the control of the acting Party, then the acting Party, after attempting to mitigate the adverse impacts, shall be excused from any further performance of its respective obligations and undertakings. The affected Party shall provide notice of force majeure events to the non-affected Party within five business days.

SECTION 5.14 – NO THIRD PARTY BENEFICIARY

The Parties are entering into this Agreement solely for the benefit of their own entities and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.

SECTION 5.15 – NON-APPROPRIATION

The Parties have projected the costs for this Agreement and expect to pay all obligations of this Agreement from their respective projected revenues. All obligations of the Parties are subject to annual appropriations by their respective governing bodies. Notwithstanding anything in this Agreement to the contrary, in the event either Party should fail to appropriate funds to pay any of that Party's obligations under this Agreement, then the obligations of that Party under this Agreement shall terminate, and the sole option and remedy of the other Party shall be to terminate this Agreement by written notice, and neither Party shall have any further duties or obligations hereunder, except those that expressly survive.

SECTION 5.16 - MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts by the Parties and each counterpart, when so executed and delivered, shall constitute an original instrument and all such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL

FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2008.

CITY OF SAN ANTONIO

SHERYL L. SCULLEY
City Manager
Date: _____

SAN ANTONIO RIVER AUTHORITY

ATTEST:

SUZANNE B. SCOTT
General Manager
Date: _____

CITY OF SAN ANTONIO AND SAN ANTONIO RIVER AUTHORITY
OPERATIONS AND MAINTENANCE AGREEMENT
FOR THE SAN ANTONIO CHANNEL IMPROVEMENT PROJECT
AND OTHER IDENTIFIED FLOOD CONTROL PROJECTS

EXHIBITS

- Exhibit A Urban Segment Boundary
- Exhibit B Eagleland Segment Boundary
- Exhibit C Mission Reach Segment Boundary
- Exhibit D Minimum Flow Requirements
- Exhibit E Sample Invoice
- Exhibit F Operating Status Procedures

Draft 8/29/2008

Exhibit A
Urban Segment Boundary

Draft 8/29/2008

Exhibit B
Eagleland Segment Boundary

Draft 8/29/2008

Exhibit C

Mission Reach Segment Boundary

Draft 8/29/2008

Exhibit D

San Antonio River Minimum Flow Requirements

OPERATIONS AND MAINTENANCE AGREEMENT
EXHIBIT D

SAN ANTONIO RIVER MINIMUM FLOW REQUIREMENTS

FLOW TABLE

Spring Flow @ Brackenridge Park (cfs)	Reuse Water Outlet @ Witte Museum (cfs)	Flow @ Tunnel Inlet (cfs)	Flow In SAR Tunnel (cfs)	Flow Through Downtown Area (cfs)	Flow @ Mitchell Street Gage (cfs)
---	(7 cfs min.)	(7 cfs min.)			(10 cfs min.)

Draft 8/29/2008

Exhibit E
Sample Invoice

Draft 8/29/2008

Exhibit F
Operating Status Procedures

OPERATIONS AND MAINTENANCE AGREEMENT
EXHIBIT F

“PRE-FLOOD”, “FLOOD”, “POST-FLOOD” AND “NORMAL” OPERATING STATUS
PROCEDURES

SECTION 1 - LOCK AND DAM OPERATING PROCEDURES

1.1. OPERATIONAL PROCEDURES

(a) PRE-FLOOD CONDITION

Whenever weather conditions indicate that a major storm is imminent, River Authority crews will be dispatched to the facility to ensure that all gates and controls are set for receiving floodwaters. Miter gate settings: all miter gates closed. Gallery Sluice gate settings: all gallery sluice gates are closed. Crest gate setting: full automatic. The emergency internal combustion driven hydraulic motor will be test operated. The City will be informed of the operational status.

(b) FLOOD CONDITION

The height of floodwater upstream of the Crest Gate will be visually monitored by observing the normal water line (640 elevation) to insure that the crest gate is maintaining that normal water until the downstream tailwater is also at that 640 elevation. Reports will be given periodically to the River Authority. Personnel will be stationed so that they can manually lower the Crest Gate if the upstream water surface elevation rises before it is normalized downstream. The crest gate setting may only be altered under the direction of the River Authority.

(c) POST-FLOOD CONDITION

The structure will be inspected for any damage from the event. When the upstream water level is drained, the static trash racks at the gallery sluice gate openings will be cleaned. All systems will be reset for normal operations. The River Authority will be informed of status.

(d) **NORMAL CONDITION**

The normal gate setting for the Lock and Dam are as follows: Miter Gate setting: Opened and closed as needed for the operation of the Locks by the Lock Master. Gallery Sluice Gate settings: Opened and closed as needed for the operation of the Locks by the Lock Master. Crest Gate setting: full automatic. Any deviation from these setting shall come under the direction of the River Authority. After every rain the static trash rakes will be checked and cleaned. The emergency internal combustion driven hydraulic motor will be checked monthly and test operated.

SECTION 2 – CREST GATE SETTING ALTERATIONS

In the event of potential or actual flooding conditions or other emergency, it may be necessary to alter gate settings. The River Authority shall be responsible for the changing of the gate settings for the Lock and Dam during flooding or emergencies 24 hours a day, 7 days a week.

Gate setting alternation procedures for the Lock and Dam are as follows:

- (a) The River Authority is responsible for routine inspections and maintenance for the Lock and Dam. During the course of routine inspections and maintenance it may become necessary to change gate settings. Authorized personnel may also exercise the gates. Any change to a gate setting must be entered into a log and the gate returned to its original setting unless written authorization to temporarily or permanently alter the setting is granted by the River Authority or his designated representative.
- (b) Emergency operation of the Lock and Dam shall be coordinated with the City. A log must be maintained when gate settings are changed either for emergency or non-emergency operation.

SECTION 3 - AUTHORIZATION

The River Authority shall direct the Lock and Dam gate settings or authorize setting adjustments to respond to field conditions.

SECTION 4 - SUPPORT

The River Authority shall be notified should a Lock and Dam gate failure occur. The River Authority shall then notify the City and/or other personnel to support appropriate corrective activities as may be needed.

SECTION 5 - OTHER

Draft 8/29/2008

Other pertinent information exists which supplement the operating procedures described. The City and the River Authority have on file Equipment Operations and Maintenance Manuals, As-Built Drawings, and other informational materials developed during project construction. The City also has established emergency operating procedures for flood situations. This information shall also be considered during flood related emergency responses.



CITY OF SAN ANTONIO Request for Council Action

Agenda Item # 4
Council Meeting Date: 11/20/2008
RFCA Tracking No: R-4167

DEPARTMENT: City Manager's Office

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Actions Related to the San Antonio River Improvements Project

SUMMARY:

Briefing by the San Antonio River Authority on the San Antonio River Improvements Project (SARIP) and approval of several actions in connection with the SARIP. Outlined below is a summary of the actions these ordinances authorize.

1. An ordinance authorizing the execution of a Operations and Maintenance Interlocal Agreement (ILA) between the City of San Antonio (City) and the San Antonio River Authority (SARA) for the operation and maintenance of the Museum Reach Urban Segment, Eagleland, and the Mission Reach.
2. An ordinance authorizing conveyance to the San Antonio River Authority for four City –owned parcels of land located in Roosevelt Park. For the development of SARIP Mission Reach, Phase II; located within Districts 3 and 5.
3. An ordinance providing that the City shall forego the collection of \$12,354.69 of code compliance charges and delinquent city taxes for the approximately 4.2 acre tract located at 4512 Sierra Street located in Council District 5 to the owner, Bexar County (as Trustee for each taxing unit in whose jurisdiction the property is located), in support of the transfer of title from the County to the San Antonio River Authority (SARA) for use in the Mission Reach portion of the San Antonio River Improvement Project.
4. Public hearing and consideration of an ordinance requesting acknowledgement of AT&T for its \$5 million contribution to the San Antonio River Improvements Project by providing signage at the lock and dam near Brooklyn Avenue along the San Antonio River.

BACKGROUND INFORMATION:

Project Background

For the past several years the City of San Antonio and Bexar County have been working with the San Antonio River Authority and the U.S. Army Corps of Engineers (USACE) on the SARIP which encompasses the restoration, improvement and enhancement of 13 miles along the San Antonio River, stretching from Hildebrand Avenue to Mission Espada. The sources of funding include the City, County, the San Antonio River Foundation and the USACE for flood control, amenities, ecosystem restoration and

recreational improvements to the San Antonio River, both north and south of downtown San Antonio. Through community support, a concept design was developed which will ultimately make improvements to thirteen miles of the San Antonio River which will include an attractive parkway linking neighborhoods and improving the quality of life for the citizens of San Antonio and visitors while maintaining flood control capacity. The project includes three reaches: Museum Reach, Downtown Reach, and Mission Reach. The Museum Reach is divided into two segments. The Museum Reach Urban segment extends from Lexington to Josephine and is under design and schedule to commence construction in spring 2007 and will be completed in May 2009. The Museum Reach Park segment extends from Josephine to Hildebrand and is currently in the planning process.

Per the October 12, 2006 Interlocal Agreement with the City of San Antonio, Bexar County, and the San Antonio River Authority, the San Antonio River Authority shall provide briefings on the SARIP at the request of either the City of San Antonio or Bexar County. The briefing includes updates as to the construction and funding of the SARIP.

Operations and Maintenance Interlocal Agreement

On April 12, 2007, City Council authorized a memorandum of understanding with the San Antonio River Authority in an effort to fund the \$18 million shortfall for the Museum Reach Urban Segment. To meet the additional funding requirement, SARA agreed to provide \$1.5 million in operations and maintenance activity on the SARIP. With the funding from SARA offsetting future City operations and maintenance costs, the City gained funding capability to finance debt to cover the additional \$18 million needed for the project.

In summary, SARA staff will perform the operations and maintenance activity to be funded by SARA in adherence to a schedule, operations and maintenance standards, budget and procedures mutually agreed to each year by the City and SARA. The scope of the operations and maintenance activity to be performed by SARA includes the routine maintenance for the Museum Reach Urban Segment, Eagleland Segment, and Mission Reach. SARA will assume the operations and maintenance responsibility as each phase comes on line. SARA will provide an annual report to the City of San Antonio that outlines their maintenance duties and funding commitment to the SARIP.

Conveyance of City owned parcels to SARA

The San Antonio River Authority (SARA), along with the City of San Antonio, Bexar County, and the Corps of Engineers are jointly working to restore and revitalize the San Antonio River through the San Antonio River Improvement Project. Capital Improvement Management Services is requesting the release of 4 parcels of land containing a combined 21.79 acres within Roosevelt Park (exhibit attached). The 4 parcels are necessary to improve flood control along the San Antonio River and to return the river to a more natural appearance through ecosystem restoration for Phase II of the SARIP Mission Reach. The proposed improvements will include trails, landscaping, benches and other amenities that will enhance the river for public use as well as create a unique space for the enjoyment of the entire community.

No charge for the City properties is recommended by City staff as the value of the proposed river improvements far outweighs the value of the properties in question. SARA will maintain the properties and make the properties available for park purposes for the general citizenry.

The City of San Antonio's Planning Commission considered this request at its regular meeting of November 12, 2008 and recommended approval.

Forego Collection of Code Compliance charges and Delinquent Taxes for 4.24 acre tract
In March 2008, SARA identified the 4.24 acre tract at 4512 Sierra Street on the West

bank of the San Antonio River for proposed right-of-way acquisition for inclusion in Phase II of the Mission Reach project.

Bexar County currently holds the title of the property through a delinquent tax judgment in June 2003 and foreclosure sale in January 2004. There is presently approximately \$12,354.69 in delinquent property taxes and code compliance charges owed to the City on this tract. SARA has requested that the City give its consent to the conveyance of title to the tract to SARA and to forego collection of the above described sums owing to the City. On February 20, 2008, the SARA Board of Directors gave its consent to the conveyance and agreed to forego collection of delinquent taxes it was owed. Bexar County Commissioners Court has also made preliminary approval of the conveyance.

No funds will be expended through this ordinance, but the City will be foregoing collection of approximately \$12,354.69 in delinquent taxes and code enforcement charges, in exchange for the benefits to be derived by it from use and inclusion of the tract in the San Antonio River Improvements Project.

Public Hearing for signage along public infrastructure

In spring 2007, AT&T announced a donation of a \$5 million gift to the San Antonio River Improvements Project. On September 22, 2008, the San Antonio River Foundation requested a recommendation from the River Commission to City Council to recognize AT&T for their donation to the SARIP. The River Commission reviewed the item and recommended approval. The recognition will be in the form of a special acknowledgement (signage) for their contribution to the lock and dam located near Brooklyn Avenue and the San Antonio River. The special acknowledgement is in accordance with the City Council approved guidelines for donor acknowledgement opportunities for improvements along the San Antonio River. Per the guidelines:

- a) Special acknowledgements will be provided for monetary donations exceeding \$500,000.00, made directly for the construction of pocket parks, footbridges, fountains, boat landings, overlooks, and other significant structures.
- b) The donation amount must pay for no less than 75% of construction and installation costs.
- c) Donor recognition would take place on an attached or adjacent marker or plaque, not to exceed four square-feet (12 inches by 46 inches or 24 inches by 24 inches).
- d) Corporate recognition shall be possible on particular features and shall use wording along the lines of "sponsored by, underwritten by, etc." and be of such size and material as not to be confused with advertising.

Upon City Council action, the San Antonio River Foundation will present the proposed signage to the Historic and Design Review Commission for action.

ISSUE:

These ordinances will authorize actions in connection with the SARIP through the execution of an ILA between the City and SARA that will define the operations and maintenance responsibilities for the parties for the SARIP, convey property to SARA for construction of Phase II of the Mission Reach, waive the City of San Antonio delinquent taxes on a property owned by Bexar County that is necessary for Phase II of the Mission Reach, and recognize AT&T for their \$5 million contribution to the SARIP through signage at the dam at Brooklyn Avenue along the San Antonio River.

These ordinances support the City's Master Plan to plan and develop a City-wide system of linear parks and hike and bike trails which incorporate drainage-ways and open spaces to link parks, schools, institutions and neighborhoods.

ALTERNATIVES:

If the Operations and Maintenance ILA between the City and SARA is not executed, the City of San Antonio will be required to fund and perform operation and maintenance activities in the amount of \$1.5 million. Additionally, the conveyance of the City properties to SARA and the waiver of the delinquent City taxes so Bexar County may convey their property to SARA are both necessary for construction of Phase II. In the event these actions are not approved, Phase II of the Mission Reach will be delayed. Finally, the San Antonio River Foundation is requesting City Council action to recognize AT&T for their \$5 million donation to the San Antonio River Improvements Project.

If this action is not approved, AT&T will not be recognized for their significant contribution to the San Antonio River Improvements Project.

FISCAL IMPACT:

If approved, this item will not have a fiscal impact to the City of San Antonio.

RECOMMENDATION:

Staff recommends approval of these actions in connection with the San Antonio River Improvements Project.

ATTACHMENT(S):

File Description	File Name
SARIP O&M ILA	SARIP O&M ILA11-20-08.doc
Property Map Items 4B and 4C	11-20RFCA attachment.pdf
SARIP Map	SARIP-Segments.pdf
Voting Results	
Ordinance/Supplemental Documents	200811201011.pdf
Ordinance/Supplemental Documents	200811201012.pdf
Ordinance/Supplemental Documents	200811201013.pdf
Ordinance/Supplemental Documents	200811201014.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Paula Stallcup Director Downtown Operations
Mike Frisbie Director Capital Improvements Management Services

APPROVED FOR COUNCIL CONSIDERATION:

Pat DiGiovanni Deputy City Manager