

AGENDA

MEETING OF THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AND/OR OF THE BOARD OF DIRECTORS

SAN ANTONIO RIVER AUTHORITY

March 8, 2010, 2:00 p.m.

**Estimated Presentation Time: 2.25 hours*



GENERAL AND CEREMONIAL ITEMS:

Estimated Presentation Time: 10 minutes

1. **CALL TO ORDER BY THE CHAIRMAN, MR. H. B. RUCKMAN III**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL BY THE SECRETARY, MR. NÁZIRITE RUBÉN PÉREZ**
 - John J. Flieller
 - Michael W. Lackey, P.E.
 - Názirite Rubén Pérez
 - H. B. Ruckman III
 - Adair R. Sutherland
 - Thomas G. Weaver
4. **CERTIFICATION OF A QUORUM BY THE SECRETARY**
5. **INTRODUCTION OF VISITORS**
6. **CITIZENS TO BE HEARD**

**Represents the time staff anticipate that it will take to make presentations or give briefings; does not include an estimate of the time required if consent items are pulled for individual presentation or for discussions generated by Board members.*

- 7. APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING HELD ON DECEMBER 7, 2009**
- 8. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN INTERLOCAL COOPERATION CONTRACT WITH THE CITY OF BOERNE FOR ASSISTANCE IN WRITING A QUALITY ASSURANCE PROJECT PLAN FOR THE DEVELOPMENT OF AN UPPER CIBOLO CREEK WATERSHED PROTECTION PLAN**
- 9. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING THE REHABILITATION OF THE SALATRILLO AND CIMMARON OUTFALL LINES THAT DISCHARGE INTO THE SALATRILLO WASTEWATER TREATMENT PLANT**
- 10. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING AN OPTION TO PURCHASE SURFACE WATER RIGHT NO 19-5611 LOCATED ON CIBOLO CREEK, WILSON COUNTY, TEXAS FROM ELIAS AND FLORENCE DUGI**
- 11. DISCUSSION AND APPROPRIATE ACTION REGARDING AN AGREEMENT WITH THE COASTAL BEND BAYS & ESTUARIES PROGRAM, INC. IN SUPPORT OF THE SAN ANTONIO BAY PARTNERSHIP**
- 12. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO CONVEY A VARIABLE WIDTH ACCESS AND TEMPORARY CONSTRUCTION EASEMENT TO EPSILON INTERNATIONAL, LLC IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**
- 13. BRIEFING ON LAND RIGHTS ACQUISITION STATUS**
- 14. STATUS REPORT REGARDING A POTENTIAL IMPLEMENTATION PLAN IDENTIFYING BEST MANAGEMENT PRACTICES TO ADDRESS E. COLI IN THE LOWER SAN ANTONIO RIVER**
- 15. PRESENTATION AND DISCUSSION REGARDING TREES IN THE MISSION REACH ECOSYSTEM RESTORATION PROJECT**
- 16. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**
- 17. GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:**
 - UPCOMING EVENTS CALENDAR,**
 - FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
 - MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**
- 18. ITEMS FOR FUTURE CONSIDERATION**
- 19. NEXT MEETING DATE**

20. ADJOURN

Estimated Presentation Time: 2.25 Hours

SAN ANTONIO RIVER AUTHORITY
General Statements

This meeting is wheelchair accessible. Accessible parking is located at 100 E. Guenther Street. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting, or, to arrange for special assistance to attend this meeting, please call the Operator at 210-227-1373.

The Board of Directors' Operations Committee and/or the Board of Directors of the San Antonio River Authority may discuss and/or take action on any item listed in this agenda while convened in open session. The Board of Directors' Operations Committee and/or the Board of Directors of the San Antonio River Authority may also meet in Executive Session, pursuant to Section 551.071 of the Texas Government Code, to receive advice from legal counsel on any item listed in this agenda.

Operations Committee

Individual Items 7.

Date: 03/08/2010

Approval of the Minutes

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Information

CAPTION

**APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING
HELD ON DECEMBER 7, 2009**

Presenter

Mr. Ruckman, Committee Chair

Recommendation

Motion to approve the minutes of the Operations Committee meeting held on December 7, 2009, as presented.

Discussion

Vote

Attachments

Link: December 7, 2009, Operations Committee Meeting Minutes

MINUTES

MEETING OF THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE

SAN ANTONIO RIVER AUTHORITY

December 7, 2009, 2:00 p.m.



GENERAL AND CEREMONIAL ITEMS:

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2:05 P.M.**
2. **PLEDGE OF ALLEGIANCE WAS CONDUCTED**
3. **THE SECRETARY, MS. SUTHERLAND, CALLED THE ROLL AND ANNOUNCED THE FOLLOWING BOARD MEMBERS PRESENT:**

- John J. Flieller**
- Hector R. Morales**
- Názirite Rubén Pérez**
- H. B. Ruckman III**
- Adair R. Sutherland**
- Thomas G. Weaver**

4. **CERTIFICATION OF A QUORUM WAS ANNOUNCED BY THE SECRETARY, MS. SUTHERLAND**

5. **INTRODUCTION OF VISITORS**

Ms. Sanchez announced the visitors that were present.

6. **CITIZENS TO BE HEARD**

Ms. Sanchez announced that there were no citizens signed up requesting to speak.

7. **APPROVAL OF THE MINUTES FOR THE OPERATIONS COMMITTEE MEETING HELD ON NOVEMBER 2, 2009**

Staff recommended a motion to approve the minutes of the Operations Committee meeting held on November 2, 2009, as presented.

Motion made by Thomas G. Weaver
Seconded by John J. Flieller
Motion passed unanimously

8. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED AGREEMENT FOR REUSE WATER BETWEEN WOODLAKE GOLF CLUB, LLC, AND THE SAN ANTONIO RIVER AUTHORITY

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors for approval a resolution authorizing the replacement of the previous agreement authorized in Resolution No. R-1303 and the execution of a revised Agreement for Reuse Water between Woodlake Golf Club, LLC and the San Antonio River Authority.

Motion made by Thomas G. Weaver
Seconded by Adair R. Sutherland
Motion passed unanimously

9. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE EDWARDS AQUIFER AUTHORITY AND THE SAN ANTONIO RIVER AUTHORITY FOR COOPERATIVE SERVICES AND PROGRAMS

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board a recommendation to authorize the General Manager to execute the Interlocal Cooperation Agreement between the Edwards Aquifer Authority and San Antonio River Authority for Cooperative Services and Programs substantially in the form presented during the Committee meeting.

Motion Made by Hector R. Morales
Seconded by John J. Flieller
Motion passed unanimously

10. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO CONVEY A PERMANENT EASEMENT TO XTO ENERGY INC., ACROSS MANAHUILLA CREEK IN GOLIAD COUNTY, TEXAS

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation to authorize the General Manager to convey a permanent easement across Manahuilla Creek in Goliad County, Texas, to XTO Energy Inc., for the purpose of operation and maintenance of three natural gas pipelines.

Motion made by Thomas G. Weaver
Seconded by Adair R. Sutherland
Motion passed unanimously

11. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO CONVEY TWO PERMANENT EASEMENTS TO KINDER MORGAN ENERGY PARTNERS, L.P., ACROSS THE SAN ANTONIO RIVER IN VICTORIA AND REFUGIO COUNTIES, TEXAS

Staff recommended a motion indicating Operations Committee support for presentation to the San Antonio River Authority Board of Directors a recommendation to authorize the General Manager to convey two permanent easements across the San Antonio River in Victoria and Refugio counties to Kinder Morgan, for the purpose of operation and maintenance of two existing natural gas pipelines.

Motion made by John J. Flieller

Seconded by Hector R. Morales

Motion passed unanimously

12. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING A CONSTRUCTION CONTRACT FOR THE LONE STAR STREET CONNECTION PROJECT UNDER THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

Staff recommended a motion of the Operations Committee supporting presentation to the Board of Directors a recommendation to authorize the General Manager to seek bids, negotiate, award and execute a contract for the Lone Star Street Connection Project in an amount not to exceed the budgeted amount and authorizing the General Manager or her designee to amend the contract if field changes are required.

Motion made by Thomas G. Weaver

Seconded by Hector R. Morales

Motion passed unanimously

13. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AWARD OF CONTRACT FOR THE UPPER MARTINEZ WASTEWATER TREATMENT PLANT EXPANSION AND DIVERSION STRUCTURE AND FOR THE UPPER MARTINEZ AND SALATRILLO WASTEWATER TREATMENT PLANT SCREW PUMP REPLACEMENTS

Staff recommended a motion indicating Operations Committee support for the San Antonio River Authority staff to proceed in seeking Board approval for the execution of a construction contract with Holloman Corporation for the Martinez II WWTP Expansion - Diversion Structure and Screw Pump Replacements Project.

Motion made by Thomas G. Weaver

Seconded by Hector R. Morales

Motion passed unanimously

14. DISCUSSION AND APPROPRIATE ACTION REGARDING AN AMENDMENT TO THE CITY OF KENEDY BRACKISH GROUNDWATER DESALINATION DEMONSTRATION PROJECT AGREEMENT ENTERED INTO WITH THE TEXAS WATER DEVELOPMENT BOARD, THE CITY OF KENEDY, TEXAS, AND THE SAN ANTONIO RIVER AUTHORITY

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board a recommendation to proceed with the budget and schedule amendments to the City of Kenedy Brackish Groundwater Desalination Demonstration Project Agreement between the Texas Water Development Board, the City of Kenedy, Texas, and the San Antonio River Authority, and to authorize the General Manager to do and carry out all other activities necessary to complete this project.

Motion made by Thomas G. Weaver
Seconded by Hector R. Morales
Motion passed unanimously

15. REVIEW AND DISCUSSION OF CONSULTANT SELECTION ACTIVITIES AND/OR CONSULTANT CONTRACT AUTHORIZATION, RENEWALS, AMENDMENTS OR EXTENSIONS:

1. AMENDMENT TO PAPE-DAWSON INC. PROFESSIONAL SERVICES CONTRACT FOR REGIONAL WATER QUANTITY AND WATER QUALITY MODELING AND MASTER PLANNING: THE UPPER SAN ANTONIO WATERSHED MASTER PLAN

2. AMENDMENT TO MICHEAL BAKER INC. PROFESSIONAL SERVICES CONTRACT STREAM RESTORATION SUPPORT PROJECT FOR ELMENDORF LAKE BEST MANAGEMENT PRACTICE PROJECT

There being no action taken on this item, Mr. Ruckman called for Agenda Item 16.

16. BRIEFING ON THE TRANSITION IN THE OPERATION OF BRAUNIG AND CALAVERAS LAKE PARKS

There being no action taken on this item, Mr. Ruckman called for Agenda Item 17.

17. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

There being no action taken on this item, Mr. Ruckman called for Agenda Item 18.

18. GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

- **UPCOMING EVENTS CALENDAR;**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS; AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 19.

19. ITEMS FOR FUTURE CONSIDERATION

There being no action taken on this item, Mr. Ruckman called for Agenda Item 20.

20. NEXT MEETING DATE

After Committee discussion, it was decided that the next Operations Committee meeting will be Monday, January 11, 2010, at 2:00 p.m.

21. ADJOURN

There being nothing further to report, Ms. Sutherland moved to adjourn, and therefore, Mr. Ruckman called the meeting adjourned at 3:29 p.m.

PREPARED AND RECOMMENDED FOR BOARD APPROVAL BY THE MANAGER.

SUZANNE B. SCOTT, General Manager

**APPROVED BY THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AT
THE MEETING HELD ON MARCH 8, 2010.**

H. B. RUCKMAN III, Committee Chairman

ATTEST:

NÁZIRITE RUBÉN PÉREZ, Committee Secretary

DRAFT

Date: 03/08/2010

City of Boerne Agreement for QAPP Services

Submitted By: Rebecca Reeves, Technical Services **Division:** Technical Services

Submitted For: Rebecca Reeves **Department:** Environmental Sciences

Information

CAPTION

PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN INTERLOCAL COOPERATION CONTRACT WITH THE CITY OF BOERNE FOR ASSISTANCE IN WRITING A QUALITY ASSURANCE PROJECT PLAN FOR THE DEVELOPMENT OF AN UPPER CIBOLO CREEK WATERSHED PROTECTION PLAN

Presenter

Rebecca S. Reeves

Estimated Presentation Time: 10 minutes

The City of Boerne is currently working with the Texas Commission on Environmental Quality to develop a Watershed Protection Plan for the Upper Cibolo Creek (Segment 1908). The City of Boerne's Watershed Planning Coordinator contacted the San Antonio River Authority for assistance in writing a Quality Assurance Project Plan for the project.

The total amount of this contract shall not exceed \$3,141.26

Recommendation

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation authorizing the General Manager to negotiate, execute and amend as needed an interlocal cooperation contract with the City of Boerne for assistance in writing a Quality Assurance Project Plan for the Upper Cibolo Creek Watershed Protection Plan.

Discussion

Vote

Attachments

Link: [Draft Boerne ILA](#)

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF BEXAR

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: The City of Boerne ("Boerne") a local government agency of the State of Texas.

Ryan Bass
Watershed Planning Coordinator
Upper Cibolo Creek Watershed
City of Boerne
402 E. Blanco
Boerne, Texas 78006

The Performing Party: The San Antonio River Authority ("River Authority") a local government agency of the State of Texas

San Antonio River Authority
Attn: Rebecca S. Reeves
Environmental Sciences Department
600 E. Euclid Ave
San Antonio, TX 78212
Phone: 210-302-3670

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

The San Antonio River Authority will work with City of Boerne (Boerne) Staff and the Texas Commission on Environmental Quality (TCEQ) to write a Quality Assurance Project Plan for monitoring conducted by Boerne in support of their Watershed Protection Plan.

III. Basis for Calculating Reimbursable Costs

Cost:	Per Hour:
Consulting fee:	
SARA Quality Assurance Officer	\$42.65
Environmental Sciences Superintendent	\$72.84

IV. Contract Amount

The total amount of this Contract shall not exceed \$3,141.26

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Performing Party will invoice Receiving Party for services on a monthly basis.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective as of the later of March 1, 2010 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2010.

VIII. Option to Renew

This contract may be extended provided all terms and conditions remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than thirty days (30) prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

IX. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Performing Party may terminate this Contract without cause upon (30) days' advance written notice of termination to the Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Performing Party
The San Antonio River Authority

Receiving Party
City of Boerne

By: _____

By: _____

Name: Suzanne B. Scott
Title: General Manager

Name: Ronald C. Bowman
Title: City Manager

Date: _____

Date: _____

Date: 03/08/2010

Converse Outfall Lines

Submitted By: Dienna De Vries, Operations **Division:** Operations

Submitted For: Al Astran **Department:** Utilities

Information

CAPTION

PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING THE REHABILITATION OF THE SALATRILLO AND CIMMARON OUTFALL LINES THAT DISCHARGE INTO THE SALATRILLO WASTEWATER TREATMENT PLANT

Presenter

Al Astran

Estimated Presentation Time: 15 minutes

The San Antonio River Authority has recently submitted an application to expand the Salatrillo Wastewater Treatment Plant (WWTP) by 1.5 million gallons per day (MGD) to increase the permitted flow from 5.83 to 7.33 MGD. Growth in the Salatrillo system has decreased, and, since the recent rainfall events, it has been determined that the inflow and infiltration of stormwater into the wastewater collection system is excessive. Therefore, SARA staff have decided that some of the monies that were earmarked for expanding the WWTP should be used to correct deficiencies in the collection system, thereby delaying the need for expansion.

There are two major outfall lines that have been identified as needing immediate repairs. The cost for these repairs will be approximately \$1.2 million, and the funding would come from the funds earmarked for the plant expansion. With these repairs, and those ongoing in our wholesale customers' wastewater collection system, we are hoping to delay having to expand the Salatrillo WWTP for several years.

Adequate funds exist in the fiscal year 2009/10 Salatrillo WWTP Expansion Project budget to fund the repairs to these two outfall lines.

Recommendation

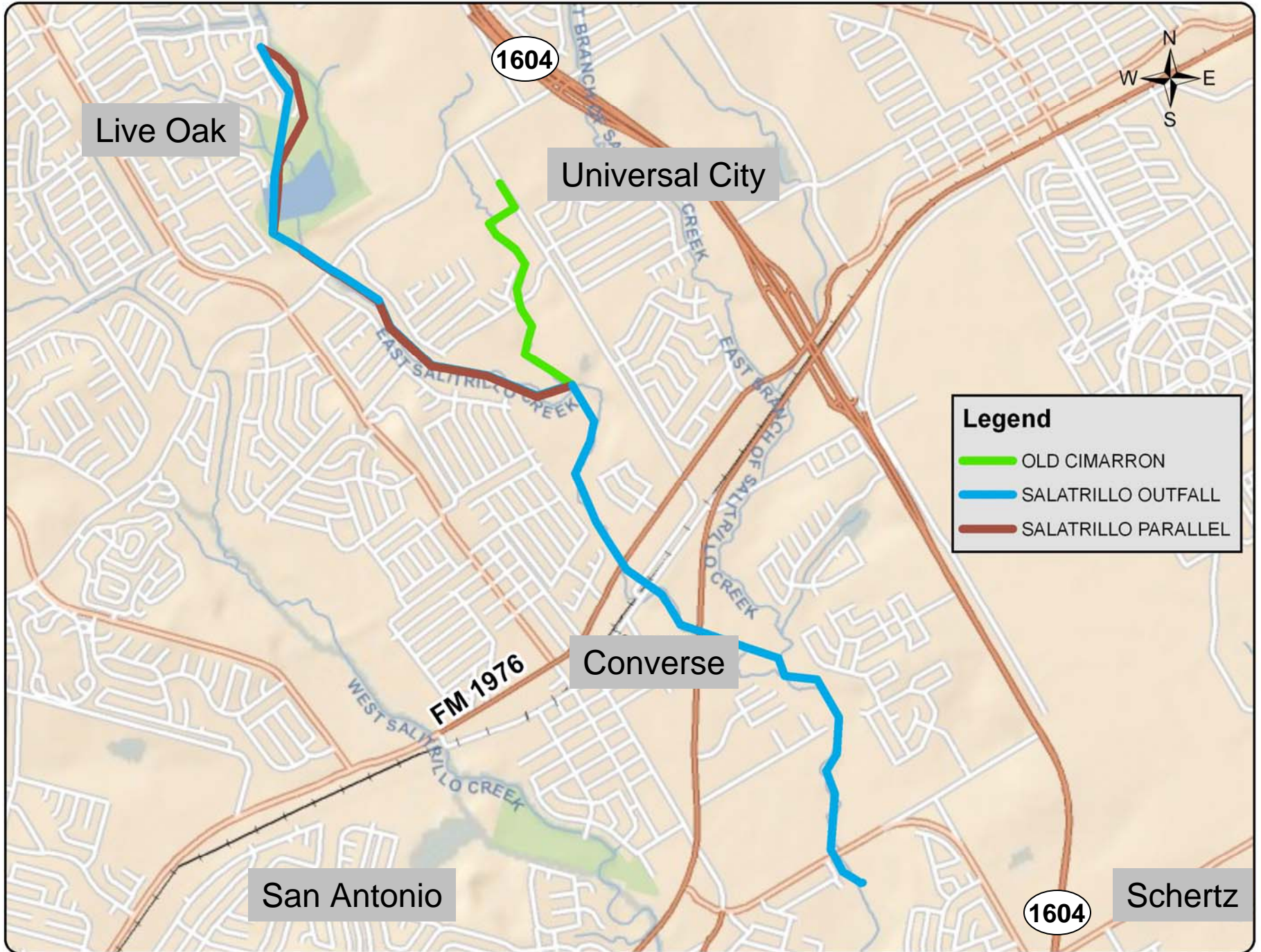
Motion of the Operations Committee supporting a budget amendment transferring \$1.2 million from the Salatrillo Waste Water Treatment Plant (WWTP) Expansion Project to an effort funding the Salatrillo and Cimmaron outfall line deficiencies.

Discussion

Vote

Attachments

Link: Cimarron / Salatrillo Outfall Lines



Date: 03/08/2010

Surface Water Right Acquisition Program

Submitted By: Melissa Bryant, Operations

Division: Operations

Department: Water Resources &
Community Dvlpmnt

Information

CAPTION

PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING AN OPTION TO PURCHASE SURFACE WATER RIGHT NO 19-5611 LOCATED ON CIBOLO CREEK, WILSON COUNTY, TEXAS FROM ELIAS AND FLORENCE DUGI

Presenter

Melissa Bryant

Estimated Presentation Time: 10 minutes

In 2003, San Antonio River Authority staff presented to the Operations Committee a Water Rights Acquisition Program (WRAP) with the intention of establishing and expanding the River Authority's water rights inventory to ensure that adequate water resources exist to serve the needs of the district. Since 2003, the River Authority has purchased 800 acre-feet of surface water rights throughout the San Antonio River Basin.

Consistent with the WRAP program, the River Authority has negotiated an agreement with Elias and Florence Dugi for 173 acre feet of water rights held within the Cibolo Creek. River Authority staff evaluated the subject water rights in accordance with the Surface Water Rights Acquisition Program and tendered an offer which was accepted by the Dugi family.

The River Authority's option to purchase the subject water rights has been accepted by the Dugi family. River Authority staff is requesting Operations Committee approval to present the purchase to the Board of Directors for approval to execute the option and to exercise the option to purchase. The total purchase price is \$23,355 for 173 acre feet of water rights with \$2,000 due for the option period.

Recommendation

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a request for approval to execute the Option and to exercise the option to purchase the Water Right Permit No. 19-5611.

Discussion

Vote

Attachments

Link: Option

Link: Permit No 19-5611

**Proposal to Acquire
Certificate of Adjudication No. 19-5611**

Authorized Diversion – 175 ac-ft/year

Authorized Use – Irrigation

Ownership Interests (the “Owners”)

Elias Dugi,

Florence Dugi

Proposal: The San Antonio River Authority (SARA) desires to obtain an option to purchase 173 ac-ft of the 175 ac-ft of water rights authorized by Certificate of Adjudication No. 19-5611 (copy attached) at \$135.00 per ac-ft (the “Purchase Price”). In the event TCEQ, through the amendment process, proposes to reduce the number of acre-feet available for diversion under the Certificate, as amended, or otherwise imposes special conditions and/or restrictions upon the amended Certificate that result in a net reduction of the acre-feet available for diversion by SARA by more than five percent (5%), then the Parties agree that the purchase price shall be calculated by multiplying the per acre-foot price of \$135.00/ac-ft times the number of net acre-feet available for diversion by SARA pursuant to the amended Certificate (the “Reduced Purchase Price”). At closing, SARA shall pay Owners the Reduced Purchase Price less the amount of any Option Money, and Additional Option Money, if any, paid to Owner.

Option Price: \$2000.00, (the “Option Money”). The Option Money will be applied to the Purchase Price, or Reduced Purchase Price, at closing if Option exercised.

Option Period: Nine months (the “Option Period”). The Option Period may be renewed for six months upon payment of an additional \$1000.00 (“Additional Option Money”). The Additional Option Money, if any, will be applied to the Purchase Price, or Reduced Purchase Price, at closing.

Option Purpose: During the Option Period the Parties will, at SARA’s cost, pursue amendments at TCEQ deemed necessary by SARA. Owners shall cooperate, but at no cost to Owners; provided, however, that the Owners shall be solely responsible for the payment of any professional fees incurred by Owners for any professional consultants, *e.g.*, attorneys, engineers, hydrologists, etc., engaged by Owners.

Exercise of Option & Closing: SARA shall exercise the Option, if at all, by giving written notice of its intent to exercise to Owners. Upon exercise of the Option, the Parties shall agree upon a date for Closing no later than 90 days following the exercise of the Option.

Purchase Terms:

- a. Purchase Price of \$23,355.00 (\$135.00/ac-ft) shall be payable in full (less Option Price) at Closing.
- b. SARA agrees to maintain the existing diversion point and irrigation right at Owner's property authorized by Certificate No. 19-5611.
- c. Owner's Warranty:
 - (1) they have good and marketable title to Certificate of Adjudication No. 19-5611 and convey the same by general warranty deed free and clear of all liens and encumbrances;
 - (2) they have not received a notice of intent to cancel or reduce the water rights authorized by Certificate of Adjudication No. 19-5611; and
 - (3) they have paid current all watermaster fees and/or other assessments due and payable attributable to Certificate of Adjudication No. 19-5611.
- d. Right of First Refusal:

Owners hereby grant to SARA a "Right of First Refusal" to purchase the remaining water rights, in whole or in part, authorized by Certificate of Adjudication No. 19-5611 as follows:

- (1) In the event Owners determine to sell all or a portion of the water rights evidenced by Certificate of Adjudication No. 19-5611 to a bona fide third party purchaser, then in such event Owners shall first provide SARA in writing with the terms and conditions upon which Owners proposes to sell said water rights (the "Sales Notice").
- (2) SARA shall have sixty (60) calendar days from the date of the Sales Notice to exercise its Right of First Refusal by accepting the terms and conditions set forth in the Sales Notice. SARA's exercise of the Right of First Refusal must be accomplished by delivering written notice of the acceptance to Owners (the "Acceptance").
- (3) Closing of the sale of any portion or all of Owners' water rights to SARA as described in the Acceptance shall occur within ninety (90) calendar days of the date of delivery of the Acceptance to the Owners.
- (4) SARA's failure to timely and fully exercise the Right of First Refusal granted by this paragraph shall terminate said Right of First Refusal. Upon termination of SARA's Right of First Refusal, Owners shall be free to sell said water rights or any portion of them, to the third party subject to SARA's rights under this Option.

(5) Any change in the terms and conditions for the sale of the water rights from those offered to SARA after SARA's Right of First Refusal terminates shall reinstate SARA's rights, and the Owners shall be required to re-offer the rights to SARA pursuant to this paragraph.

(6) SARA having paid additional good and valuable consideration to Owners for said right in addition to the Option Money, the Parties agree that the Right of First Refusal granted herein is in addition to the Option. The Parties further agree that said Right of First Refusal is intended to, and shall, survive both the exercise of the Option and that Closing of the purchase of the 173 ac-ft of water rights described in the "Proposal" paragraph above.

e. The Parties acknowledge and agree on the following miscellaneous items:

(1) SARA makes this proposal through its Staff and will be required to secure Board approval of final terms of the Option and Purchase negotiated.

(2) If the Option is executed, the Parties agree to cooperate and file an application to amend Certificate of Adjudication No. 19-5611 to facilitate SARA's needs to beneficially use the water rights authorized by the Certificate as contemplated by this proposal, including without limitation (i) the addition of municipal and industrial uses, and (ii) the addition of one or more diversion points.

Agreed and accepted this _____ day of 1-27, 2010.

Owners: Elias Dugi
Elias Dugi

Florence Dugi
Florence Dugi

SARA: _____
Suzanne B. Scott
General Manager

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



THE STATE OF TEXAS
 COUNTY OF TRAVIS
 I hereby certify that this is a true and correct copy of a Texas Natural
 Resource Conservation Commission document, which is filed in the
 permanent records of the Commission.
 Given under my hand and the seal of this office on

La Donna Calafiel MAY 21 1999

La Donna Calafiel, Chief Clerk
 Texas Natural Resource
 Conservation Commission

PERMIT TO APPROPRIATE
 AND USE STATE WATER

APPLICATION NO. 5611	PERMIT NO. 5611	TYPE: Section 11.121
Name: Elias Dugi, et ux (Florence)	Address: Rte. 1, Box 66	Falls City, TX 7
Filed: August 10, 1998	Granted: MAY 07 1999	
Purposes: Irrigation	County: Wilson	
Watercourse: Cibolo Creek, tributary of the San Antonio River	Watershed: San Antonio River Basin	

WHEREAS, Elias Dugi, et ux (Florence), have requested authorization to divert and use not to exceed 175 acre-feet of water per annum from Cibolo Creek to irrigate 70 acres of land out of 137.0635 acres owned by the applicants in Wilson County approximately 15 miles southeast of Floresville, Texas; and

WHEREAS, the Executive Director has determined that in order to protect water quality in Cibolo Creek, diversions requested by the application be restricted to when there is a specific amount of flow in the river; and

WHEREAS, the Texas Natural Conservation Commission finds that jurisdiction over the application is established; and

WHEREAS, no person protested the granting of this application; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Natural Resource Conservation Commission in issuing this permit.

NOW, THEREFORE, this permit to appropriate and use State Water is issued to Elias Dugi, et ux (Florence), subject to the following terms and conditions:

USB

PERMITS YAM

Permittees are authorized to divert and use not to exceed 175 acre-feet of water per annum from Cibolo Creek to irrigate 70 acres of land out of two tracts totaling 137.0635 acres in the David Murphree Survey, Abstract No. 219, the Caballerias Survey No. 1, and the Concepcion Botello Survey No. 9, Abstract No. 40 in Wilson County, Texas, approximately 15 miles southeast of Floresville, Texas. This land was conveyed to permittees in a Deed recorded in Volume 524, pages 704-709 and Warranty Deed with Vendor's Lien recorded in Volume 815, Pages 262-265 of the Wilson County Deed Records. The Vendor's Lien was released on August 16, 1995 and is recorded in the Wilson County Deed Records in Volume 685, Pages 28-30.

2. DIVERSION

- a. **Diversion Point:** Permittees are authorized to divert water from a point on the east bank of Cibolo Creek located at Latitude 29.0951°N, Longitude 97.97146°W, bearing S 40° W, 1056 feet from the northeast corner of the aforesaid Caballerias Survey in Wilson County.
- b. **Maximum Diversion Rate:** 1.56 cubic feet per second (cfs).

3. SPECIAL CONDITIONS

In order to protect instream uses, biological habitats and water quality, permittees are authorized to divert water hereunder only when the flow of the Cibolo Creek at U.S.G.S. Gage No. 08186000 near Falls City, Texas is at least 12 cfs during the months of September through February, 18 cfs during the months of March and April, and 25 cfs during the months of May through August.

4. WATER CONSERVATION

Permittees shall implement a water conservation plan that provides for the utilization of those practices, techniques, and technologies that reduce the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Permittees shall contact the South Texas Watermaster at 1-800-733-2733 prior to diversion.

This permit is issued subject to all superior and senior water rights in the San Antonio River Basin.

Permittees agree to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this permit.

All other matters requested in the application which are not specifically granted by this permit are denied.

This water right is appurtenant to and is an undivided part of the above described land within which irrigation is authorized. A transfer of any portion of the land described includes, unless otherwise specified, a proportionate amount of the irrigation water right owned by the owner or seller at the time of the transaction.

This permit is issued subject to the Rules of the Texas Natural Resource Conservation Commission and to the right of continuing supervision of State water resources exercised by the Commission.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Jeffrey Davis

For the Commission

DATE ISSUED: MAY 07 1999

ATTEST:

LaDonna Castañuela

LaDonna Castañuela, Chief Clerk

FILED 42102

For record in my office _____
3 day of June 19 99
at 4:25 o'clock A M
EVA S. MARTINEZ, County Clerk
Wilson County, Texas

By Lelaan South Deputy

F+R: Elias Dugi
7913 FM 541 E
Sallis City 76.78113

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF WILSON
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in Water Permit Records VOL 2 PAGE 45-47 OF WILSON COUNTY, TEXAS ON

JUN 3 1999



Eva S. Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

Date: 03/08/2010

San Antonio Bay Partnership Interlocal Agreement

Submitted By: Steve Raabe, Technical Services

Division: Technical Services

Department:

Information

CAPTION

DISCUSSION AND APPROPRIATE ACTION REGARDING AN AGREEMENT WITH THE COASTAL BEND BAYS & ESTUARIES PROGRAM, INC. IN SUPPORT OF THE SAN ANTONIO BAY PARTNERSHIP

Presenter

Steve Raabe

Estimated Presentation Time: 10 minutes

The San Antonio Bay System is the focus of a stakeholder-driven planning program related to the determination of freshwater inflow needs (the SB3 Environmental Flows Program for the Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas and San Antonio Bays). A broader estuarine management initiative (the San Antonio Bay Partnership) is also being proposed by stakeholders with support from the Coastal Bend Bays and Estuaries Program (CBBEP) to develop management strategies to address priority issues as identified by the stakeholders.

An initial stakeholder meeting, with over 95 attendees, was held on January 12, 2010, at the University of Houston - Victoria. There was general consensus among the attendees to move forward with the process of developing the San Antonio Bay Partnership under the umbrella of the CBBEP, and a 12-member steering committee was formed. SARA Director Terry Baiamonte was named as a steering committee member.

The CBBEP is providing \$25,000 to fund a program manager to develop the organizational structure, establish a program office, and develop work and funding plans for the San Antonio Bay Partnership. The River Authority is proposing to provide \$25,000, through an agreement with the CBBEP, 1) to fund the compilation of all available technical data regarding San Antonio Bay, 2) to fund a two day scientific/technical forum to share information on current scientific and technical studies being conducted in the San Antonio Bay System, and 3) to develop a prioritized list of data needs and proposed studies to support the development of an estuary management plan, under the auspices of the San Antonio Bay Partnership. This information will be invaluable to the SB3 Environmental Flows Program Bay and Basin Expert Science Team. There are sufficient funds in the 2009/2010 budget to fund this effort.

Recommendation

Motion of the Operations Committee supporting recommendation to the San Antonio River Authority Board of Directors to authorize the General Manager to negotiate and execute the Agreement with the Coastal Bend Bays & Estuaries Program, Inc. to support the San Antonio Bay Partnership.

Discussion

Vote

Attachments

Link: [CBBEP-SARA Agreement](#)

Link: [Port Lavaca Newspaper Article](#)

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this _____ day of _____, 2010 (the "Effective Date"), by and between **SAN ANTONIO RIVER AUTHORITY ("SARA")**, and **COASTAL BEND BAYS & ESTUARIES PROGRAM, INC ("CONTRACTOR")** a non-profit corporation organized and existing under the laws of the State of Texas (individually "Party" and together ("Parties").

Whereas, CONTRACTOR has agreed to provide professional services as described in Attachment A (CBEP Proposal submitted to SARA).

NOW THEREFORE, SARA and CONTRACTOR, intending to be and being legally bound, do hereby agree as follows:

1. **CONTRACTOR OBLIGATIONS.** CONTRACTOR shall be obligated to provide professional services in a timely manner as described in the above mentioned attachment.
2. **SARA REIMBURSEMENT PAYMENT.** CONTRACTOR shall submit requests for reimbursement to SARA on a monthly basis. SARA agrees to reimburse CONTRACTOR up to TWENTY-FIVE THOUSAND DOLLARS (\$25,000), described in Attachment A. Any additional expenses must be approved in writing by SARA and CONTRACTOR.
3. **AGREEMENT TERM.** The term of this agreement begins April 1, 2010, and shall terminate November 30, 2010, unless terminated early or extended in accordance with the terms of this Agreement.
4. **INSURANCE REOUIREMENTS.** CONTRACTOR is a self insured entity.
5. **GOVERNING LAW.** This Agreement is declared to be a Texas contract, and all of the terms hereof shall be construed according to the laws of the State of Texas.
6. **SUSPENSION; TERMINATION.**
 - a. **For Cause.** In the event of CONTRACTOR's failure to perform the services as required by the Agreement, violation of applicable law, substantial or material default, or other cause, SARA may suspend the services or terminate this Agreement for cause.
 - b. **Force Majeure.** In the event of delay or failure of performance caused by force majeure, either party may terminate this Agreement in whole or part upon thirty (30) days written notice.
 - c. **For Convenience.** Either party may terminate this Agreement for convenience and without cause upon thirty (30) days notice.
 - d. **Payment Adjustment.** If SARA terminates for convenience or because of force majeure, CONTRACTOR shall be paid only for goods and services provided and necessary expenses incurred prior to termination.
7. **NOTICES.** All notices, demands, requests and other communications required or permitted to be given or made upon either Party shall be in writing, shall be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient thereof, and shall be delivered personally, by registered or certified mail (postage prepaid), reliable overnight delivery service (fees prepaid), facsimile, or other electronic means, acceptable to the Party receiving same, addressed to the Party to whom such notice is directed:

If to SARA:

San Antonio River Authority
Attn: Steve Raabe
P.O. Box 839980
San Antonio, TX 78283-9980
Telephone: (210) 227-1373
Email: sraabe@sara-tx.org

If to CONTRACTOR:

Coastal Bend Bays & Estuaries Program
Attn: Ray Allen
1305 North Shoreline Boulevard, Suite 205
Corpus Christi, TX 78401
Telephone: (361) 885-6202
E-Mail: rallen@cbbep.org

8. ENTIRE AGREEMENT. This Agreement and attachments constitutes the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by SARA and CONTRACTOR.

EXECUTED as of the Effective Date set forth above.

San Antonio River Authority

By: _____

Name: _____

Title: _____

CONTRACTOR

Coastal Bend Bays & Estuaries Program

By: _____

Name: Ray Allen

Title: Executive Director

Attachment A

***Compiling, Archiving and Disseminating
Scientific and Technical Information
In Support of Planning and Management Programs
Pertaining to the San Antonio Bay System***

A Proposal submitted to
The San Antonio River Authority

By

The Coastal Bend Bays and Estuaries Program
In Association with
James A. Dodson, Water Resources Consultant
(dba GroundSwell Enterprises)

On behalf of
The San Antonio Bay Partnership

DRAFT: February 18, 2010

Background

San Antonio Bay, at the terminus of the San Antonio River and the Guadalupe River, watershed, is one of the seven major estuaries along the Texas coast. The *San Antonio Bay System*, as used herein, is comprised of San Antonio Bay, proper, along with associated minor bays (Guadalupe Bay, Espiritu Santo Bay, Hynes Bay and Mesquite Bay).

The San Antonio Bay System has recently been, and will continue to be, the focus of a stakeholder-driven planning program related to the determination of freshwater inflow needs (*The SB3 Environmental Flows Program for the Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas and San Antonio Bays*) and a broader estuarine management initiative (*The San Antonio Bay Partnership*).

The SB3 Environmental Flows Program charges “Bay and Basin Expert Science Team (BBEST),” appointed by the Bay and Basin Area Stakeholders Committee (BBASC), with using the “currently available science” to make a determination of a recommended freshwater inflow regime for the San Antonio Bay system.

Similarly, The San Antonio Bay Partnership will be using available scientific and technical information to assess the status and trends of the economic and ecologic resources associated with the San Antonio Bay system, and then developing management strategies to address priority issues as identified by the stakeholder group.

The success of these planning and management programs greatly depends on access to current and historical data on the environmental conditions and ecologic health of the San

Antonio Bay System. This information currently resides in numerous reports and databases, only some of which are readily accessible as the original material resides in many varied locations.

Proposed Action

In order to make the available scientific and technical information more readily accessible to the stakeholders and scientists involved in the SB3 Environmental Flows Program and the San Antonio Bay Partnership, it is proposed that James Dodson, acting on behalf of the San Antonio Bay Partnership and under an agreement with the Coastal Bend Bays and Estuaries Program (CBBEP), locate, compile, archive and disseminate the available body of scientific and technical information regarding the San Antonio Bay system.

Scope of Activities

In order to support the efforts of the San Antonio Bay Partnership and the SB3 Environmental Flows Program for the Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas and San Antonio Bays, James Dodson would:

- Contact, and coordinate with, other Principal Investigators currently being funded to locate and compile copies of reports, articles, maps and other scientific and technical data related to the San Antonio Bay system (i.e., Dr. George Ward, who has contracts with SARA and TWDB/Guadalupe-Blanco River Authority);
- Identify other existing databases and information repositories (i.e., state and federal agency sources, academic libraries, private collections of researchers and research facilities, etc.);
- Obtain copies, or document files, of available materials from sources identified above;
- Review compiled materials and index by subject;
- Archive, in PDF or other easily transferable format, compiled materials;
- Store and provide access to archived materials via the San Antonio Bay Partnership website (www.SABayPartnership.org -- now under development); and
- Convene a two-day meeting to: (*Day 1*) 1) review the state of data availability from past studies; 2) share information on current scientific and technical studies being conducted in the San Antonio Bay System, and their anticipated contributions to the knowledge base; 3) identify critical data and information gaps; (*Day 2*) 4) present results of discussions of Items 1-3, and results of recently completed scientific and technical studies, to San Antonio Bay Partnership and SB3 stakeholders; and 5) develop a prioritized list of data needs and proposed studies to support a) the development of an estuary management plan, under the auspices of the San Antonio Bay Partnership, and b) recommendations for a freshwater inflow regime, under the SB3 Environmental Flows Program for the Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas and San Antonio Bays.

Level of Effort and Funding Requested

The proposed scope of activities will require approximately 320 hours of time to complete. This time would be allocated at the rate of 40 hours per month over the course of eight months (April thru November 2010).

Total funding support being requested of the San Antonio River Authority is \$25,000. This includes \$24,000 for eight months of professional services at 40 hours per month (\$3,000/month) and \$1,000 for travel and other expenses.

Note: The CBBEP has, to date, approved \$25,000 in funding to support the establishment of the San Antonio Bay Partnership. These funds include \$10,000 already spent on a professional services agreement with James Dodson for activities to identify stakeholders and issues relevant to the San Antonio Bay System, and organizing an initial stakeholder meeting (“The Future of San Antonio Bay”) in Victoria, Texas on January 12, 2010. Additionally, on January 28, 2010, the CBBEP approved an additional \$15,000 to fund a professional services agreement with James Dodson to provide facilitation for the continued development of The San Antonio Bay Partnership. CBBEP also contributes “in-kind” staff support in areas of project management, media relations and website development.

Contractual and Funding Arrangements

The Coastal Bend Bays and Estuaries Program, Inc., a local, non-profit 501(c)(3) organization, will be the legal entity to enter into an agreement with the San Antonio River Authority for the project funds being requested. CBBEP, Inc. would then contract with James A. Dodson, dba GroundSwell Enterprises, for the professional services required to perform the Scope of Activities described above.

Project Management Team

James A. Dodson, Water Resources Consultant, will be the Principal Investigator on the project. Ray Allen, CBBEP Executive Director, will provide general project oversight; Alice Sanchez, CBBEP Business Manager, will provide project contract administration and financial controls; and Beth Wilson, CBBEP Communications Manager, will assist in the areas of media relations and website development.

Stakeholders discuss San Antonio Bay plans, issues

Area residents got a look at options for the future of San Antonio Bay at an all-day forum Tuesday.

With the morning's stakeholder example presentations fresh in their minds, the 95 individuals in attendance decided to move forward to create a comprehensive management program for the bay.

Before addressing concerns that stakeholders in attendance wanted to discuss, presentations were made on the ecological effects and human issues that affect the bay area as well as the people who live in and visit the region.

Norman Boyd of the Texas Parks & Wildlife Department presented several of the ecological issues that currently affect the bay, including weather effects, endangered species, and the importance of maintaining the bay's salinity, as it is "extremely variable." Noting the developments that have begun but may have been put on hold due to the downturn in the economy, Boyd said that development could lead to some problems for wildlife.

"When you look at it, it doesn't look all that detrimental, but when you roll that plan over and do it here...it's starting to look like Galveston," Boyd said. "You're losing a lot of your natural habitat when they start doing that."

As the TPWD San Antonio Bay Ecosystem Team Leader from Port O'Connor, Boyd acknowledged that there are more issues with ecological affects beyond those that he listed.

"I'm going to cover just a few of the what I consider significant ecological issues facing the estuary now and in the future," Boyd said. "I'm sure each and every one of you will have another issue that I don't have up here. There are a number of issues that estuaries face that it could go on forever and it never stops."

Arlene Marshall, executive director of Calhoun County Economic Development Corporation and a GBRA director, spoke about the human uses of the bay as well as its economic affect on the county due to both industrial and recreational use.

"A migratory flyway for 400 species of birds passes through the Calhoun County-San Antonio Bay area. Additionally, the area is a wintering ground for numerous species, including the endangered whooping crane," Marshall said. "The opportunity to see these tall birds brings thousands of visitors to the area each winter."

Following the presentations, water resources consultant James Dodson facilitated a discussion among the stakeholders to determine issues they felt should be highlighted for consideration in the development of a management program for the bay.

"What we've found is by bringing people together and openly and honestly discussing what all of those operating considerations and policies are, we've got a lot more understanding and people begin to work together – that's the benefit of this kind of approach," Dodson said. "I think mainly we're trying to list them (issues) and flesh them a little bit in terms so everyone's aware of what those issues entail."

Attendees were able to voice their concerns about issues such as the need for data on natural inflows, a timeline for projects during planning, and the desire for focus on existing resource protection. Dodson noted that not everyone in attendance may share the same views, but the objective of the exercise was to determine a starting point for a future group.

"I think there is absolutely nothing to be lost by creating an activity like we've come here and talked about today. It's obvious when you have something like those folks have below us there in the Corpus Christi area," said Gib Fox, a Port O'Connor resident. "There's an entity that comes together and works out some of those things we would argue about otherwise and then goes forward with united voice and not only gets political funding but it's got political clout."

More than 15 issues were listed as probable talking points for stakeholder discussion, with reiterated emphasis on including those who live near or along the bay's shoreline as well as those with little political representation.

"It's going to take political clout to keep that water from being sucked up by San Antonio and the people upside of us because their politicians are always going to look at who's got the largest number of votes," Fox said. "There's not a lot of votes down here on the San Antonio Bay, so if we don't get together, we're going to find ourselves washing with air."

With a general consensus to move forward in the process, Dodson suggested the creation of an informal steering committee to help manage the interests of the group.

"To share some of the responsibility...in making this process move forward would be to create a steering committee," Dodson said. "A smaller subset of the stakeholders here today to get together to plan the next meeting, to talk about some of these issues, not to make decisions but create an agenda for the next meeting."

Nominations were accepted from those in attendance, and a final group of 12 individuals was selected. The initial steering committee for the proposed stakeholder-driven estuary management program for the San Antonio Bay includes: Danny May, on behalf of Calhoun County agricultural interests; Beau Hardegree, U.S. Fish & Wildlife Service's Coastal Program; Bob McCan, Victoria County Soil and Water Conservation District; Hector Mendieta, Mid Coast chapter of the Coastal Conservation Association; Terry Baiamonte, San Antonio River Authority; Dodson, GroundSwell Enterprises; Gary

Burns, Victoria County Commissioner Precinct 3; Art Dohmann, Goliad County Groundwater Conservation District; Ray Foley, University of Houston-Victoria; Norman Boyd, Texas Parks & Wildlife Department; Carla Guthrie, Texas Water Development Board; and Brian Koch, Texas State Soil & Water Conservation Board.

Dodson said that it could be a few months before the small group is able to meet, but he was encouraged at the progress that was made in the meeting by the group's ability to determine issues and finally take the step to create the steering committee.

"I think the steering committee is probably going to need to sit down and discuss organizational structure," Dodson said. "They're going to need to flesh out ideas they'd like to discuss in a future stakeholder meeting and determine what kind of decision making needs to be done on various issues to move forward."

Date: 03/08/2010

Epsilon International, LLC - Access and Temporary Construction Easements

Submitted By: Gilbert Jimenez, Technical Services **Division:** Technical Services

Submitted For: Claude Harding **Department:** Real Estate

Information

CAPTION

PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO CONVEY A VARIABLE WIDTH ACCESS AND TEMPORARY CONSTRUCTION EASEMENT TO EPSILON INTERNATIONAL, LLC IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

Presenter

Claude Harding

Estimated Presentation Time: 10 minutes

The easements are to be located on Lot A-22, N.C.B. 174 of the City of San Antonio, which has an address of 333 Old Guilbeau Street. The easements are being requested due to the limited space available on the adjacent lot at 329 Old Guilbeau, at the offices of a business named MATT. ORG.

The access easement is needed to meet two requirements: first, a minimum clearance of five feet between existing and proposed adjacent building walls as established by the City of San Antonio Fire Department; second, to comply with Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). The temporary construction easement is needed to ensure that the existing pathways meet the ADA and TAS standards.

Epsilon International, LLC, has provided all necessary documentation needed to request an easement from the River Authority. River Authority staff has reviewed all provided documents prior to this meeting. As per the River Authority's Real Estate Policy, Epsilon International has issued a check for the \$1500 administration fee and the \$2167.50 easement consideration.

Recommendation

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation to authorize the General Manager to convey a permanent access easement and a temporary construction easement to Epsilon International, LLC, in the City of San Antonio, Bexar County, Texas.

Discussion

Vote

Attachments

Link: [Easement](#)

Link: [Exhibit A to Easement](#)

**PERMANENT VARIABLE ACCESS EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

That the San Antonio River Authority of the County of Bexar and State of Texas for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the Epsilon International, LLC., a variable-width access easement and temporary construction easement for pedestrian ingress and egress, in, along, upon, over and across the following described property in the County of Bexar, State of Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD for said purposes together with all and singular, the rights, privileges, and appurtenances thereto in any manner belonging unto the said Epsilon International, LLC., its successors and assigns until the use of said easement and right-of-way shall be abandoned.

WITNESS my hand, this the _____ day of _____, 2010.

SAN ANTONIO RIVER AUTHORITY

Suzanne B. Scott
General Manager

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____
2010, by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Claude A. Harding, SR/WA
Real Estate Manager
San Antonio River Authority
P.O. Box 839980
San Antonio, TX 78283-9980

**FIELD NOTES
FOR****A VARIABLE WIDTH ACCESS AND TEMPORARY CONSTRUCTION EASEMENT**

A 0.066 of an acre, or 2,890 square feet more or less, tract of land out of Lot A-22, New City Block (N.C.B.) 174, as described in Warranty Deed, recorded in Volume 2955, Page 973 of the Official Public Records of Real Property of Bexar County, Texas. Said 0.066 of an acre easement located in the City of San Antonio, Bexar County, Texas, and more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a set "+" in the north right-of-way line of Old Guilbeau Street, a 50 foot right-of-way, for the southeast corner of Lot 23, New City Block (N.C.B.) 174, as shown on the plat of the Riverwalk Inn Subdivision, recorded in Volume 9527, Page 163 of the Deed and Plat Records of Bexar County, Texas, and the southwest corner of said Lot A-22;

THENCE: N 16°50'25" E, along and with the east line of said Lot 23, and the west line of said Lot A-22, a distance of 150.06 feet to a found ½" iron rod, on the south line of Lot 19, New City Block (N.C.B.) 174, as described in Warranty Deed, recorded in Volume 12980, Page 80, of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 82°07'05" E, along and with the south line of said Lot 19, and the north line of said Lot A-22, a distance of 5.06 feet to a point, from which a found ½" iron rod, for the southwest corner of Lot 20, New City Block (N.C.B.) 174, and the southeast corner of said Lot 19 bear S 82°07'05" E, 22.65 feet;

THENCE: Departing the south line of said Lot 19, and the north line of said Lot A-22, over and across said Lot A-22, the following calls and distances:

S 16°50'25" W, a distance of 42.51 feet to a point,

N 61°10'49" E, a distance of 33.00 feet to a point,

S 32°49'13" E, a distance of 7.82 feet to a point,

S 52°14'08" W, a distance of 12.73 feet to a point,

S 05°03'04" W, a distance of 29.73 feet to a point,

S 14°42'03" W, a distance of 24.81 feet to a point,

S 24°45'56" E, a distance of 20.37 feet to a point, on the west line of Lot A-23
New City Block (N.C.B.) 174, and the east line of said Lot A-22;

THENCE: S 14°09'38" W, with the west line of said Lot A-23, and the east line of said
Lot A-22, a distance of 17.24 feet to a point;

THENCE: Departing the west line of said Lot A-23, and the east line of said Lot A-22,
over and across said Lot A-22, the following calls and distances:

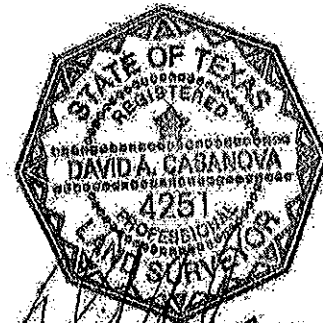
N 29°51'50" W, a distance of 46.36 feet to a point,

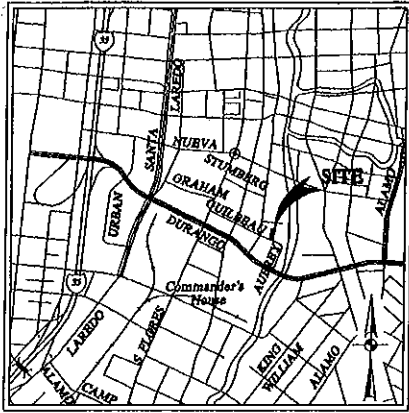
S 57°48'22" W, a distance of 11.04 feet to a point,

S 16°50'25" W, a distance of 53.95 feet to a point, on the north right-of-way
line of said Old Guilbeau Street, and the south line of said Lot A-22;

THENCE: N 70°19'09" W, with the north right-of-way line of said Old Guilbeau Street,
and the south line of said Lot A-22, a distance of 7.01 feet to the POINT OF
BEGINNING, and containing 0.066 of an acre in the City of San Antonio,
Bexar County, Texas. Said easement being described in accordance with a
survey made on the ground and an exhibit prepared by Pape-Dawson
Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 15, 2010
JOB NO. 7383-00
DOC. ID. N:\CIVIL\7383-00\WORD\7383-00FN 0.066 AC .doc





LOCATION MAP
N.T.S.

NOTES:

- 1) The bearings for this survey are based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.
- 2) The professional services provided herewith include the preparation of a field note description.

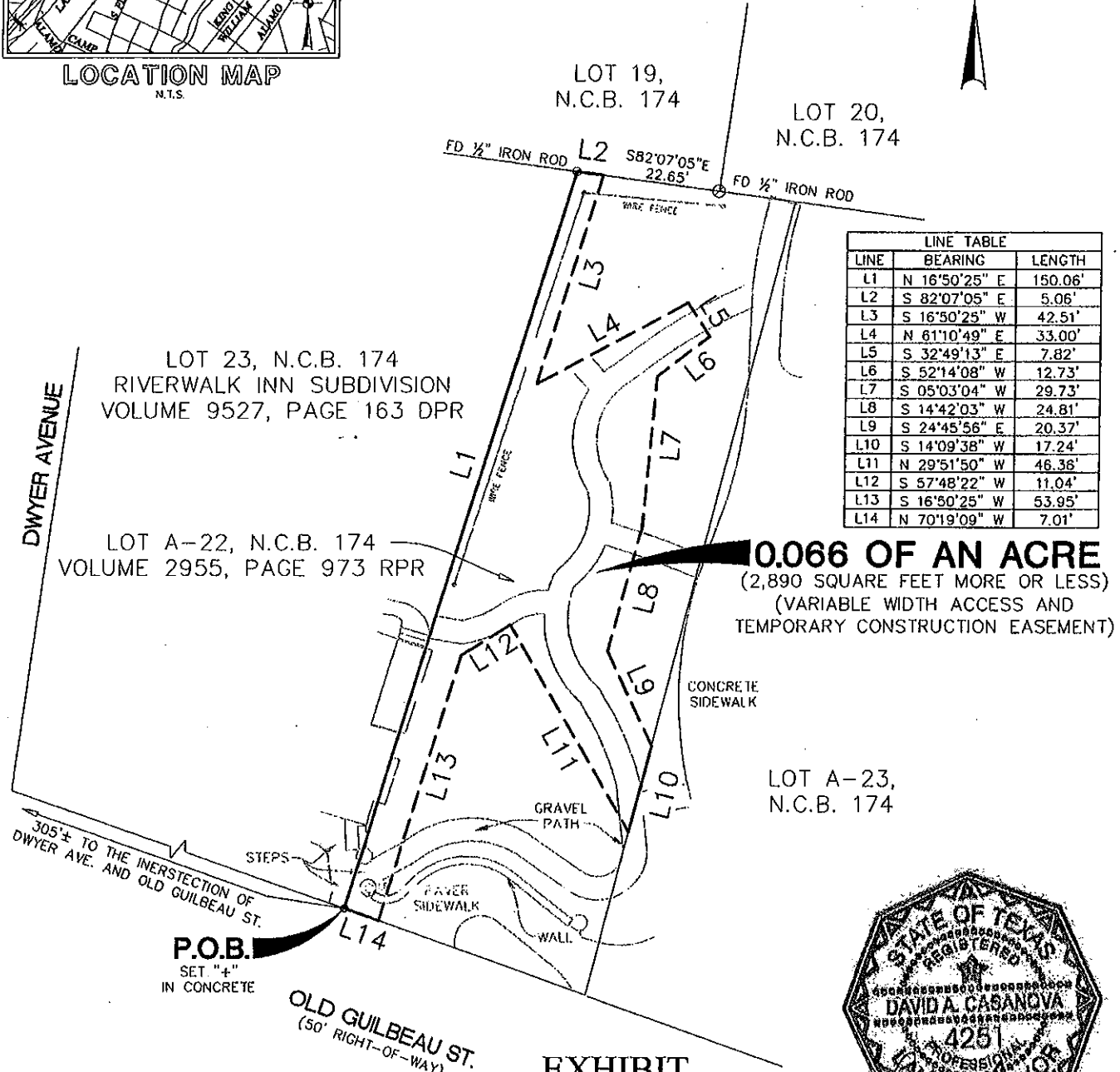


(IN FEET)

1 inch = 30 ft.

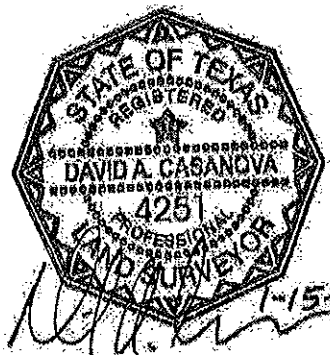
LEGEND

- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- RPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- NTS NOT TO SCALE
- NCB NEW CITY BLOCK
- FOUND MONUMENTAION
- SET MONUMENTATION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 16°50'25" E	150.06'
L2	S 82°07'05" E	5.06'
L3	S 16°50'25" W	42.51'
L4	N 61°10'49" E	33.00'
L5	S 32°49'13" E	7.82'
L6	S 52°14'08" W	12.73'
L7	S 05°03'04" W	29.73'
L8	S 14°42'03" W	24.81'
L9	S 24°45'56" E	20.37'
L10	S 14°09'38" W	17.24'
L11	N 29°51'50" W	46.36'
L12	S 57°48'22" W	11.04'
L13	S 16°50'25" W	53.95'
L14	N 70°19'09" W	7.01'

0.066 OF AN ACRE
(2,890 SQUARE FEET MORE OR LESS)
(VARIABLE WIDTH ACCESS AND
TEMPORARY CONSTRUCTION EASEMENT)



**EXHIBIT
OF
0.066 OF AN ACRE
A VARIABLE WIDTH
ACCESS AND TEMPORARY
CONSTRUCTION EASEMENT**



550 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.6000
FAX: 210.373.5010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-00
Copyright © 2010 Pape-Dawson Engineers, Inc. All Rights Reserved.

Date: Jan 15, 2010, 3:30pm User ID: LUnence
File: N:\CIVIL\7383-00\7383-00 EX.dwg

Date: 03/08/2010

Land Rights Acquisition Status

Submitted By: Claude Harding, Technical Services

Division: Technical Services

Department: Real Estate

Information

CAPTION

BRIEFING ON LAND RIGHTS ACQUISITION STATUS

Presenter

Claude Harding

Estimated Presentation Time: 5 minutes

On March 22, 2006, the San Antonio River Authority Board of Directors approved Ordinance No. O-1266. This ordinance, as amended by Resolution No. 1359 on November 19, 2008, established a real estate policy for the River Authority. The policy delegates to the General Manager the authority to purchase or lease land rights for \$50,000 or less per parcel as long as the purchase or lease price is within the amount budgeted for the project. The policy also states that such acquisition of land rights will be reported to the Board.

Attached is a list of projects with on-going land rights acquisition activity in progress.

Discussion

Attachments

Link: [Real Estate Activities March, 2010](#)

Briefing on Land Rights Acquisition Status

Acquisition of Land Rights Purchased or Leased

Period: October 2009 thru February 2010

Name	Document Type	Date	\$ Amount	Date Budget Approved or Specific Authorization to Acquire	County / District
Martinez Dam 6A Rehab					
Eduardo Mora Gonzales & Marco Antonio Gonzales	Easement		\$7,869.00	10/15/2003	Bexar/4
River Crossings					
Enterprise Products Operating LLC	Easement	10/15/2009	\$5,100.00	10/14/2009	Karnes
Natural Gas Pipeline Company of America, LLC	Easement	12/17/2009	\$4,657.50	12/16/2009	Victoria - Refugio
XTO River Crossings	Easement	12/17/2009	\$1,766.82	12/16/2009	Goliad
Creekwood Water Well Project					
Robert Mazzurana	Easement	1/8/2010	\$800.00		Wilson
Francisco Hernandez and Francisco Hernandez Jr.	Easement	2/27/2010	\$1,500.00		Wilson
Martinez II New Access Road					
Jerome Zigmond	Easement	12/10/2009	Donation		Bexar
Jerome Zigmond	Fee	2/8/2010	Donation		Bexar
Bexar County Capital Improvements Program					
Paulette Allen	Fee	11/3/2009	\$53,000.00	N/A	Bexar/3
A. Atashdaman	Fee	2/9/2010	\$60,000.00	N/A	Bexar/3
A. Atashdaman	Fee	2/9/2010	\$60,000.00	N/A	Bexar/3
Henry & Lena Becker	Fee	2/9/2010	\$75,000.00	N/A	Bexar/3
Carol Blakely	Fee	10/7/2009	\$100,000.00	N/A	Bexar/3
Carol Blakely	Fee	10/7/2009	\$109,000.00	N/A	Bexar/3
Nicholas Deangelis	Fee	11/17/2009	\$65,000.00	N/A	Bexar/3

Name	Document Type	Date	\$ Amount	Date Budget Approved or Specific Authorization to Acquire	County / District
Wael & Karen Deeb	Fee	10/20/2009	\$45,000.00	N/A	Bexar/3
Wael & Karen Deeb	Fee	10/20/2009	\$95,000.00	N/A	Bexar/3
Ivy Dunn	Fee	11/3/2009	\$55,000.00	N/A	Bexar/3
Hope Edmondson	Fee	11/17/2009	\$67,500.00	N/A	Bexar/3
Erasmus Garza	Fee	1/5/2000	\$60,000.00	N/A	Bexar/3
Gonzalez	Fee	11/3/2009	\$107,500.00	N/A	Bexar/3
Gottfried	Fee	2/9/2010	\$65,000.00	N/A	Bexar/3
Gottfried	Fee	2/9/2010	\$71,000.00	N/A	Bexar/3
Gottfried	Fee	2/9/2010	\$65,000.00	N/A	Bexar/3
Tammy Lynn	Fee	12/1/2009	\$100,000.00	N/A	Bexar/3
Travis Major	Fee	2/9/2010	\$145,000.00	N/A	Bexar/3
Alice McPhee	Fee	11/3/2009	\$50,000.00	N/A	Bexar/3
Noriega	Fee	1/5/2010	\$55,000.00	N/A	Bexar/3
Ramirez	Fee	1/5/2010	\$70,000.00	N/A	Bexar/3
Victor Rico	Fee	2/9/2010	\$85,000.00	N/A	Bexar/3
Lewis Sansom	Fee	1/26/2010	\$70,000.00	N/A	Bexar/3
Ray Sherwood	Fee	10/7/2009	\$80,000.00	N/A	Bexar/3
Ruby Zipp Teal Estate	Fee	12/1/2009	\$50,000.00	N/A	Bexar/3
San Antonio River Improvements Project (SARIP) Mission Reach Phase I					
Jesus & Rene Sanchez, et al	Fee		\$100,000.00		Bexar / 1
Jesus & Rene Sanchez, et al	Fee		\$23,000.00		Bexar / 1

Name	Document Type	Date	\$ Amount	Date Budget Approved or Specific Authorization to Acquire	County / District
San Antonio River Improvements Project (SARIP) Mission Reach Phases II, III & IV					
SA Catholic Archdiocese	Fee		\$309,000.00		Bexar / 1
S.A. Charro Association	Fee		\$28,200.00		Bexar / 1
Pedro & Arjelia Rodriguez	Fee	12/22/09	\$6,081.00		Bexar / 1
City of San Antonio - Parklands	Fee	11/30/09	N/A		Bexar / 1
San Antonio River Authority	Fee	11/30/09	N/A		Bexar / 1
San Antonio River Authority	Fee	11/30/00	N/A		Bexar / 1
City of San Antonio - Parklands	Fee	11/30/09	N/A		Bexar / 1
City of San Antonio - Parklands	Fee	11/30/09	N/A		Bexar / 1
City of San Antonio - Parklands	Fee	11/30/09	N/A		Bexar / 1
Casper Ringelstein - Homestead	Fee		\$229,000.00		Bexar / 1
Casper Ringelstein - Farm	Fee		\$261,000.00		Bexar / 1
Gerald Brown	Fee		\$181,500.00		Bexar / 1
Estate of Beatrice A. Haag	Fee		\$102,000.00		Bexar / 1
San Antonio River Authority Park System					
Elizabeth Branch	Fee	11/3/2009	Donation		Goliad

Date: 03/08/2010

Implementation Plan for the Lower San Antonio River

Submitted By: Steve Lusk, Technical Services

Division: Technical Services

Department: Environmental Sciences

Information

CAPTION

STATUS REPORT REGARDING A POTENTIAL IMPLEMENTATION PLAN IDENTIFYING BEST MANAGEMENT PRACTICES TO ADDRESS E. COLI IN THE LOWER SAN ANTONIO RIVER

Presenter

Steve Lusk

Estimated Presentation Time: 10 minutes

The Texas Commission on Environmental Quality (TCEQ) has contacted SARA to see if we would be interested in contracting as the local entity to take the lead on an Implementation Project for the Lower San Antonio River. The Implementation Project would identify the Best Management Practices (BMPs) to resolve pollutant issues, in this case bacteria, specifically E. coli. The project would require an involved public input process and additional monitoring to determine the pollutant sources.

After reviewing available data, SARA requested that TCEQ wait one year before starting the Implementation Project in order to give SARA time to conduct an intensive monitoring survey to better define where future BMPs might best be needed. This additional time will also allow for public in-pu to help identify those areas where BMPs would be needed and to also help identify the stakeholders necessary to implement the BMPs.

Discussion

Date: 03/08/2010

Trees in the Mission Reach Project**Submitted By:** Lee Marlowe, Operations**Division:** Operations**Department:** Watershed Operations

Information**CAPTION****PRESENTATION AND DISCUSSION REGARDING TREES IN THE MISSION REACH ECOSYSTEM RESTORATION PROJECT****Presenter**

Lee Marlowe

Estimated Presentation Time: 20 minutes

The Mission Reach Ecosystem Restoration and Recreation Project includes large scale native plantings. Different types of plant materials will be installed including live aquatic plants, live vines, tree seedling/saplings, shrub seedling/saplings, grass seed and wildflower seed. A large diversity of native species will be installed in the project area, which is over 300 acres.

The Lady Bird Johnson Wildflower Center (LBJWC) serves as a subcontractor to the prime contractor, Jacobs Engineering (formerly Carter Burgess) for the project design. The LBJWC was involved in development of the plant species selection and planting design for the project. As part of this work, the LBJWC

1. completed a literature review of information regarding local and regional vegetation;
2. reviewed historic and current vegetation patterns;
3. completed site visits and collected data at local and regional riparian natural communities including sites with similar characteristics to the project site and sites representative of high quality or “quasi-pristine” riparian plant communities;
4. elicited input from local and regional stakeholders;
5. considered availability of plant species for purchase and/or contract growing; and
6. considered project site characteristics that will influence the restored plant communities such as site hydrology, hydraulics, soils and influences related to the urban setting of the project site.

Based on all of these factors, a plant list was developed for the project that includes approximately four aquatic species; five vine species; 39 tree and shrub (woody) species; and 23 grass and wildflower species.

The USACE determined initially that a dense riparian forest of canopy trees spaced approximately 10-25 feet apart, a herbaceous ground cover, and minimal shrub density was the preferred cover type as it mimics healthy, mature riparian forests that have not been greatly disturbed. However, this cover type cannot exist within the project area without

having a negative effect on conveyance. As a result, this cover type (identified as Zone A) was significantly reduced in the design and additional cover types were developed from the plant list.

This re-evaluation resulted in four different vegetation cover zones for an overall project vegetation cover designated as a Riparian Woodland. The different zones designed are based on the effect that various types of vegetation have on flood water conveyance. The resulting four cover types designed for the project follow:

1. Zone A Vegetation: riparian forest type cover of canopy trees spaced approximately 10-25 feet apart, an herbaceous ground cover and minimal shrub density;
2. Zone C Vegetation: riparian woodland type cover with canopy trees spaced at approximately 25-40 feet apart with an herbaceous ground cover, some clumps of shrub cover, and some areas of herbaceous cover without woody species;
3. Zone D Vegetation: individual canopy trees or clumps of trees spaced a minimum of approximately 40 feet apart with herbaceous ground cover and no shrubs; and
4. Zone E Vegetation: herbaceous ground cover only.

The Mission Reach project is essentially jump-starting this Riparian Woodland ecosystem. Native grasses and wildflowers will be seeded first and allowed to develop into an herbaceous ground cover. Native vines are generally located at large rip-rap locations only, and these vines will be planted during construction of the various phases. Native woody species will be installed approximately one to two years after seeding has been completed. Aquatic plants will be installed by the USACE during construction of the various phases. Some areas of the site and particularly Zone E vegetation will reach their mature state within a few years, and other areas of the site such as Zone A vegetation may not reach that state for 50 years or more.

SARA Watershed Operations (WSO) will manage the project to remain consistent in the short term with the initial plantings such that all volunteer (coming in on their own) woody species will be removed regardless of the species. Some of the planted woody species will not survive and it may be possible for volunteer woody species to be allowed to remain in the project as part of adaptive management. WSO staff will determine on a case-by-case basis whether a volunteer remains, based on the particular species, location, health, and potential to negatively impact conveyance.

Over the long term, some of the initial boundaries designed between different vegetation zones may change as a result of implementation of adaptive management due to volunteer plants coming in and mortality of others, but the overall coverage will remain Riparian Woodland. There will always be areas kept free of woody species, primarily lower on the banks.

The WSO plan is to operate and maintain the project consistent with efforts already undertaken within the Eagleland Reach. Based on our experience there, certain vegetation will require considerably more effort than others. In general, all non-native vegetation will be targeted for removal. Some native vegetation will also require selective removal, particularly aggressive woody species. It is expected that the following woody species will require the most intensive management: Leadtree (non-native to the US), Washingtonia palm (non-native

to Texas), Arizona ash (non-native to our area), Baccharis (native), Chinaberry (non-native to the US) and Hackberry (native). A lesser degree of maintenance is expected for Retama (native), Huisache (native), and Mesquite (native).

Hackberry, Retama, Huisache and Mesquite are natives that will be planted and are colonizers meaning that they are capable of moving into an area and spreading rapidly from seed. Colonizers are an important part of any ecosystem restoration project because they tend to be extremely well adapted to a wide range of local conditions and grow quickly, providing soil stability as well as quick cover for wildlife. They are also important for ecosystem restoration projects because they can create better overall soil conditions and provide shade that allows for other native woody species to volunteer or be planted, and they increase the overall plant diversity which increases the probability that the ecosystem will be more stable over the long term.

Colonizers are generally identified as nuisance species for other land management practices such as grass dominated ranching operations. These species tend to spread quickly over the land due to seed dispersal by the livestock and can therefore require considerable effort related to their removal from the landscape. The woody colonizer species included in the project plant list are not expected to become a nuisance for the project because livestock will not be present and WSO will be managing all woody species within the project to favor other, longer lived species.

Discussion

Attachments

Link: [Plants List along the Mission Reach](#)

SARIP Mission Reach Plant Lists

Prepared December 2009

HERBACEOUS PLANTING LIST:

COMMON NAME	GENUS SPECIES	Mix*
Huisache Daisy	<i>Amblyolepis setigera</i>	S
Big Blue Stem	<i>Andropogon gerardii</i>	H, T
Bushy Blue Stem	<i>Andropogon glomeratus</i>	H
Purple Threeawn	<i>Aristida purpurea</i>	S
Butterfly Weed	<i>Asclepias tuberosa</i>	P
Silver Blue Stem	<i>Bothriochloa laguroides</i>	T
Side Oats Grama	<i>Bouteloua curtipendula</i>	S, T
Hairy Grama	<i>Bouteloua hirsuta</i>	S, T
Texas Grama	<i>Bouteloua rigidiseta</i>	S
Buffalograss	<i>Buchloe dactyloides</i>	S
Winecup	<i>Callirhoe involucrata</i>	P
partridge pea	<i>Cassia fasciculata (Chamaecrista fasciculata)</i>	T, B
Indian Paint Brush	<i>Castilleja indivisa</i>	S
American basketflower	<i>Centaurea americana</i>	B
Inland Sea Oats	<i>Chasmanthium latifolium</i>	H, T
Hooded Windmill grass	<i>Chloris cucullata</i>	T
Four Flowered Trichloris	<i>Chloris pluriflora (Trichloris pluriflora)</i>	T
Golden-wave	<i>Coreopsis basilis</i>	B
Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>	P
Plains Coreopsis	<i>Coreopsis tinctoria</i>	S, WF
White Prairie Clover	<i>Dalea candida var. candida</i>	P
Purple Prairie Clover	<i>Dalea purpurea var. purpurea</i>	P
Illinois Bundlesflower	<i>Desmanthus illinoensis</i>	S, T, WF
Clasping coneflower	<i>Dracopis amplexicaulis</i>	WF
Purple coneflower	<i>Echinacea purpurea</i>	B
Praire Wildrye	<i>Elymus canadensis</i>	H, S, T
Cutleaf Daisy	<i>Engelmannia pinnatifida</i>	WF, P
Indian Blanket	<i>Gaillardia pulchella</i>	S, T
White Gaura	<i>Gaura Lindheimeri</i>	P
Maximilian Sunflower	<i>Helianthus maximiliani</i>	H, T, WF
Curly Mesquite	<i>Hilaria belangeri</i>	S
Standing Cypress	<i>Ipomopsis rubra</i>	P
Green Sprangletop	<i>Leptochloa dubia</i>	H, S, T
Gayfeather	<i>Liatris mucronata</i>	P
Texas Bluebonnet	<i>Lupinus texensis</i>	S
Lemon mint	<i>Monarda citridora</i>	B
Pink Evening Primrose	<i>Oenothera speciosa</i>	WF, P
Vine Mesquite	<i>Panicum obtusum</i>	S
Switch grass	<i>Panicum virgatum</i>	H
Foxglove	<i>Penstemon cobaea</i>	P
Drummond phlox	<i>Phlox Drummondii</i>	B
Obedient Plant	<i>Physostegia intermedia</i>	H, WF

COMMON NAME	GENUS SPECIES	Mix*
Black-eyed Susan	Rudbeckia hirta	WF
Pitcher Sage	Salvia azurea	WF
Tropical/scarlet Sage	Salvia coccinea	T, WF, P
Mealy Bluesage	Salvia farinacea	H, S, P
Little Bluestem	Schizachyriom scoparium	T
Tall Goldenrod	Solidaga altissima (Solidago canadensis)	H, T
Yellow Indiangrass	Sorghastrum nutans	T
Greenthread	Thelesperma filifolium	P
Eatern gamagrass	Tripsacum dactyloides	H
Zexmenia	Wedelia texana	T

*H = hydric; S = short; T = tall, WF = wetland fringe (with H); P = perennial (with S); B = butterfly (with T)

VINE PLANTING LIST

COMMON NAME	GENUS SPECIES
Peppervine	Ampelopsis sp. (arborea or cordata)
Morning glory	Ipomoea sp. (cordatotriloba or lindheimeri)
Climbing hempvine	Mikania scandens
Pickeralweed	Pontederia cordata
Mustang grape	Vitis mustangensis
Muscadine grape	Vitis rotundifolia

WOODY PLANTING LIST

Dominants:		Subdominants:	
Scientific Name	Common Name	Scientific Name	Common Name
<i>Acacia farnesiana (smallii, minuata)</i>	Huisache	<i>Acacia berlandieri</i>	Guajillo
<i>Acer negundo</i>	Boxelder	<i>Acacia rigidula</i>	Black-brush acacia
<i>Carya illinoensis</i>	Pecan	<i>Acacia schaffneri</i>	Twisted acacia
<i>Celtis laevigata</i>	Sugar hackberry	<i>Capsicum annuum var. glabrusculum</i>	Chile piquin
<i>Condalia hookeri</i>	Brazilwood	<i>Celtis pallida</i>	Spiny hackberry
<i>Diospyros texana</i>	Texas persimmon	<i>Cercis canadensis var. texensis</i>	Texas redbud
<i>Platanus occidentalis</i>	American sycamore	<i>Crataegus texana</i>	Texas hawthorn
<i>Populus deltoides</i>	Eastern cottonwood	<i>Ehretia anacua</i>	Sugarberry anacua
<i>Prosopis glandulosa</i>	Mesquite	<i>Eysenhardtia texana</i>	Texas kidneywood
<i>Quercus fusiformis</i>	Escarpment live oak	<i>Fraxinus berlandieriana</i>	Mexican ash
<i>Salix nigra</i>	Black willow	<i>Guaicum angustifolia</i>	Guayacan
<i>Sideroxylon (Bumelia) lanuginosum</i>	Gum elastic	<i>Ilex decidua</i>	Possum haw
<i>Taxodium distichum</i>	Bald cypress	<i>Juglans nigra</i>	Black walnut
<i>Ulmus americana</i>	American elm	<i>Lantana urticoides (L. horrida)</i>	Texas lantana
<i>Ulmus crassifolia</i>	Cedar elm	<i>Lycium berlandieri</i>	Berlandier wolf-berry
		<i>Mahonia trifoliolata (Berberis trifoliolata)</i>	Agarita
		<i>Morus microphylla</i>	Texas mulberry
		<i>Morus rubra</i>	Red mulberry
		<i>Parkinsonia aculeata</i>	Retama, palo verde
		<i>Ptelea trifoliata</i>	Hop tree
		<i>Sabal minor</i>	Dwarf palmetto
		<i>Sambucus nigra ssp. Canadensis</i>	Elderberry
		<i>Sophora affinis</i>	Eve's necklace
		<i>Zizyphus obtusifolia</i>	Lotebush

Date: 03/08/2010

SARIP Update / GM's Report / Items for Future Consideration

Submitted By: Lupe Moreno, Executive
Offices

Division:

Submitted For: Suzanne B. Scott

Department:

16.

Information

CAPTION

STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion

17.

Information

CAPTION

GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

- **UPCOMING EVENTS CALENDAR,**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion

18.

Information

CAPTION

ITEMS FOR FUTURE CONSIDERATION

Presenter

Suzanne B. Scott

Estimated Presentation Time: 5 minutes

Discussion

Operations Committee
Date: 03/08/2010
Next Meeting Date / Adjourn

Individual Items 19. - 20.

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

19.

Information

CAPTION

NEXT MEETING DATE

Presenter

Mr. Ruckman, Committee Chairman

Estimated Presentation Time: 5 minutes

Unless otherwise decided by the Committee, the next Operations Committee meeting will be Monday, April 12, 2010, at 2:00 p.m.

Discussion

20.

Information

CAPTION

ADJOURN

Presenter

Mr. Ruckman, Committee Chairman
