

## AGENDA

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

#### SAN ANTONIO RIVER AUTHORITY

**November 8, 2010, 2:00 p.m.**

*\*Estimated Presentation Time: 2 hours*



#### ***GENERAL AND CEREMONIAL ITEMS:***

*Estimated Presentation Time: 5 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 for discussions generated by Board members.*

7. **APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING HELD ON OCTOBER 11, 2010**
8. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO CONVEY A PERMANENT EASEMENT TO SAN ANTONIO WATER SYSTEM UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS**
9. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO CONVEY A PERMANENT EASEMENT TO CPS ENERGY UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS**
10. **DISCUSSION AND APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH SAN ANTONIO WATER SYSTEM FOR THIRD PARTY BILLING**
11. **DISCUSSION AND APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH BEXAR METROPOLITAN WATER DISTRICT FOR THIRD PARTY BILLING**
12. **EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 FOR CONSULTATION WITH ATTORNEY REGARDING CAUSE NO. 2010-CI-18075 SAN ANTONIO RIVER AUTHORITY V. KILOWATT PARK LAND, LLC IN THE 438TH DISTRICT COURT, BEXAR COUNTY, TEXAS**
13. **EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 FOR CONSULTATION WITH ATTORNEY REGARDING ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY FOR SAN ANTONIO RIVER AUTHORITY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT CONCERNING MARTINEZ IV SEWER PLANT, LTD**
14. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION CONCERNING CAUSE NO. 2010-CI-18075 SAN ANTONIO RIVER AUTHORITY V. KILOWATT PARK LAND, LLC IN THE 438TH DISTRICT COURT, BEXAR COUNTY, TEXAS**
15. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING MARTINEZ IV SEWER PLANT, LTD**
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 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: 11/08/2010**

**Approval of the Minutes**

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Executive Offices

**Submitted For:** Suzanne B. Scott

**Department:**

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**Information**

**CAPTION**

**APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING  
HELD ON OCTOBER 11, 2010**

**Presenter**

Mr. Ruckman, Committee Chairman

*Estimated Presentation Time: 5 minutes*

**Recommendation**

Motion that the minutes for the Operations Committee meeting held on October 11, 2010 be passed and approved, as presented.

**Discussion**

**Vote**

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**Attachments**

Link: October 11, 2010, Operations Committee Meeting Minutes

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## MINUTES

### MEETING OF THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE

SAN ANTONIO RIVER AUTHORITY

October 11, 2010, 2:00 p.m.



#### **GENERAL AND CEREMONIAL ITEMS:**

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2:09 P.M.**
2. **PLEDGE OF ALLEGIANCE WAS RECITED**
3. **IN THE ABSENCE OF THE COMMITTEE SECRETARY, NÁZIRITE RUBÉN PÉREZ, THOMAS G. WEAVER CALLED THE ROLL AND REPORTED THE FOLLOWING COMMITTEE MEMBERS PRESENT:**

- John J. Flieller (absent)**
- Michael W. Lackey, P.E.**
- Názirite Rubén Pérez (absent)**
- H. B. Ruckman III**
- Adair R. Sutherland**
- Thomas G. Weaver**

4. **CERTIFICATION OF A QUORUM WAS ANNOUNCED BY MR. WEAVER**

5. **INTRODUCTION OF VISITORS**

Ms. Sanchez reported that there were none.

6. **CITIZENS TO BE HEARD**

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

7. **APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE  
MEETING HELD ON SEPTEMBER 7, 2010**

Staff recommended a motion to approve the minutes of the Operations Committee meeting held on September 7, 2010, as presented.

Motion made by Thomas G. Weaver

Seconded by Adair R. Sutherland

Motion passed unanimously

**8. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PERMANENT EASEMENT UNDER AND ACROSS THE SAN ANTONIO RIVER TO DCP MIDSTREAM, LP FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN UNDERGROUND PIPELINE CROSSING, IN KARNES 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 under and across the San Antonio River in Karnes County, Texas, to DCP Midstream, LP, for the purpose of installation, operation and maintenance of hydrocarbon pipelines.

Motion made by Thomas G. Weaver

Seconded by Adair R. Sutherland

Motion passed unanimously

**9. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PERMANENT EASEMENT UNDER AND ACROSS THE SAN ANTONIO RIVER TO BURLINGTON RESOURCES O & G COMPANY, LP FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN UNDERGROUND PIPELINE CROSSING, IN KARNES 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 under and across the San Antonio River in Karnes County, Texas, to Burlington Resources O & G Company, LP, for the purpose of installation, operation and maintenance of natural gas pipeline.

Motion made by Adair R. Sutherland

Seconded by Michael W. Lackey, P.E.

Motion passed unanimously

**10. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A BUDGET AMENDMENT AND RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS' SOLID WASTE GRANT PROGRAM PERTAINING TO ILLEGAL DUMPSITE SURVEILLANCE CAMERA EQUIPMENT AND SIGNAGE**

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a resolution related to the AACOG Solid Waste Grant Program authorizing the General Manager to accept, execute and amend, as necessary, an agreement in the amount of \$10,100 for surveillance camera equipment and signage under the AACOG Solid Waste Grant Program and approval of necessary budget amendment.

Motion made by Thomas G. Weaver

Seconded by Adair R. Sutherland

Motion passed unanimously

**11. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A BUDGET AMENDMENT AND RESOLUTION REGARDING AN INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS' SOLID WASTE GRANT PROGRAM PERTAINING TO ILLEGAL DUMPSITE PUBLIC AWARENESS OUTREACH**

Staff recommended a motion indicating Operations Committee support for presentation to the San Antonio River Authority Board of Directors a resolution related to the AACOG Solid Waste Grant Program authorizing the General Manager to accept and execute an agreement in the amount of \$50,000 for funding an illegal dumping awareness program related to the Bexar Regional Watershed Management (BRWM) partnership and approval of necessary budget amendment.

Motion made by Michael W. Lackey, P.E.

Seconded by Adair R. Sutherland

Motion passed unanimously

**12. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A BUDGET AMENDMENT FOR THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BEXAR COUNTY AND THE SAN ANTONIO RIVER AUTHORITY FOR RIGHT OF WAY ACQUISITION SERVICES AS A PART OF THE LADDIE PLACE REGIONAL STORM WATER FACILITY PHASE III PROJECT (SA-2)**

Staff recommended a motion indicating Operations Committee support for presenting to the River Authority Board of Directors a recommendation to approve a budget amendment for the third amendment to the interlocal agreement between Bexar County and the River Authority in the amount of \$3,016,000 to provide additional services as a part of the Laddie Place Regional Storm Water Facility Phase III Project for a total Laddie Place III budget of \$3,193,210.

Motion made by Michael W. Lackey, P.E.

Seconded by Thomas G. Weaver

Motion passed unanimously

**13. RATIFICATION OF A GRANT APPLICATION TO REVISE THE 2006 WATERSHED PROTECTION PLAN FOR THE UPPER SAN ANTONIO RIVER**

Staff recommended a ratification of the Environmental Protection Agency 319(h) grant application submitted to the Texas Commission on Environmental Quality to revise the 2006 Watershed Protection Plan.

Motion made by Thomas G. Weaver

Seconded by Michael W. Lackey, P.E.

Motion passed unanimously

**14. UPDATE ON SAN ANTONIO RIVER AUTHORITY'S MAINTENANCE ON ESCONDIDO CREEK IN THE CITY OF KENEDY**

There being no action taken on this item, Mr. Ruckman called for Agenda Item 15.

**15. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT INCLUDING AN UPDATE ON HUISACHE TREES**

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

**16. 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 17.

**17. ITEMS FOR FUTURE CONSIDERATION**

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

**18. NEXT MEETING DATE**

It was decided by the Committee that the next Operations Committee meeting will be Monday, November 8, 2010, at 2:00 p.m.

**19. ADJOURN**

There being nothing further to report, Ms. Sutherland moved to adjourn, and therefore, Mr. Ruckman called the meeting adjourned at 3:21 p.m.

**PREPARED AND RECOMMENDED FOR COMMITTEE APPROVAL BY THE MANAGER.**

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**SUZANNE B. SCOTT, General Manager**

**APPROVED BY THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AT**

**THE MEETING HELD ON NOVEMBER 8, 2010.**

**H. B. RUCKMAN III, Committee Chairman**

**ATTEST:**

**NÁZIRITE RUBÉN PÉREZ, Committee Secretary**

DRAFT

Date: 11/08/2010

**Alazan Creek Pipeline Easement**

**Submitted By:** Marianne Kumley, Technical Services **Division:** Technical Services

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

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**Information**

**CAPTION**

**PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO CONVEY A PERMANENT EASEMENT TO SAN ANTONIO WATER SYSTEM UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS**

**Presenter**

Claude Harding

*Estimated Presentation Time: 10 minutes*

The City of San Antonio through its Department of Capital Improvements Management Services will be reconstructing the bridge located at Laredo Street and Alazan Creek. Currently, two sanitary sewer pipelines cross the creek and are attached to the side of the Laredo Street bridge. San Antonio Water System plans to relocate these sanitary sewer pipelines north of the bridge by directionally drilling under Alazan Creek.

In accordance with the River Authority's Real Estate Policy, San Antonio Water System will issue a check for the \$750.00 administration fee and, upon River Authority Board approval, will issue a check for the easement consideration for \$4,698.00.

**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 easement under and across Alazan Creek in Bexar County, Texas, to San Antonio Water System for the purpose of installation, operation and maintenance of sanitary sewer pipelines.

**Discussion**

**Vote**

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**Attachments**

Link: [Easement](#)

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**PERMANENT EASEMENT**

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

The San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas acting by its General Manager, hereunto duly authorized by Resolution No. 1416, passed and approved on November 17, 2010, hereinafter called GRANTOR, for and in consideration of the sum of Four Thousand, Six Hundred Ninety-eight and 00/100 Dollars----- (\$4,698.00) cash in hand paid by San Antonio Water System, hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, a permanent right-of-way easement for the construction, reconstruction, repair, operation, maintenance, inspection, patrolling and/or removing of sewer pipelines and with all necessary or desirable appurtenances, under and across Alazan Creek in San Antonio, Bexar County , Texas, said location being more specifically described on the plat attached hereto as "Exhibit A".

GRANTEE shall have the right of ingress and egress across the surface of the land within the limits of the easement. GRANTEE shall have the right to remove brush, undergrowth, of other obstructions which could injure, endanger or interfere with GRANTEE's use of the easement area. GRANTEE shall not damage, destroy or remove any trees within the easement area with a trunk diameter greater than twenty-four (24) inches at a point thirty-six (36) inches above the natural ground surface. GRANTEE shall have the right to assign the easement in whole or in part in accordance with the terms and conditions contained herein.

The right-of-way easement hereby granted is made and accepted under the condition that the construction, operation and maintenance of the utility pipeline shall be in accordance with applicable rules as issued by the Department of Transportation in the Code of Federal Regulations.

The installation, use and maintenance of the pipeline shall be in accordance with the best operating procedures used by a prudent person engaged in the utility industry. GRANTEE shall use the highest degree of care and all proper safeguards to prevent any unauthorized discharges into the waters of the Alazan Creek in San Antonio, Bexar County, Texas. In the event of such discharges, GRANTEE shall be responsible for all damage to public and private property.

GRANTEE shall notify the GRANTOR of any future installations within this easement. Any and all future pipeline installations within this easement shall be subject to the review and approval of the San Antonio River Authority.

This consent shall not constitute a conveyance or release of any right, title or interest held by the San Antonio River Authority in said parcel. In the event of future modifications to flood control or project improvements within Alazan Creek, then San Antonio Water System or their assigns will be required at their own expense to adjust its utilities to accommodate the modifications.

GRANTOR reserves the right to inspect this and any future installations within this easement.

TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, until the use of said easement by GRANTEE shall be permanently abandoned or relocated as hereinabove provided.

EXECUTED this \_\_\_\_\_ day of November, 2010.

SAN ANTONIO RIVER AUTHORITY

By \_\_\_\_\_  
Suzanne B. Scott  
General Manager

ATTEST:

By \_\_\_\_\_  
Stephen T. Graham, P.E. CFM

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of November, 2010 by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

April 20, 2010

Project: Laredo Street  
Parcel: P10-070  
Grantee: San Antonio River Authority  
Project No.: 40-00008

## FIELD NOTES

For a  
0.144 Acre (6,264 sq. ft.)  
Variable width Permanent  
Sanitary Sewer Easement

Being a 0.144 acre tract (6,264 sq. ft.) of land out of the Alazan Creek Improved Channel Easement, Granted to the San Antonio River Authority as described in Volume 4751, Page 299 of the Deed Records of Bexar County, Texas and more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a Unintech cap set in the North line of Laredo Street (a 55.6 foot right-of-way), for the Southeast corner of a 0.743 acre tract, N.C.B 895, granted to Animal Resource Center in Volume 8454, Page 1631 of the Official Public Record of Bexar County, Texas, same being in the West line of said Alazan Creek Easement;

**THENCE** North  $01^{\circ}59'42''$  West, leaving the North line of said Laredo Street, along the East line of said 0.743 acre tract, same being the West line of said Alazan Creek Easement, 1.84 feet to an "x" on pipe set, having a Northing of 13697476.76 and an Easting of 2124676.52 (Texas State Plane Coordinates, South Central Zone, Bearing Basis), and being the **POINT OF BEGINNING** of the herein described tract;

**THENCE** North  $01^{\circ}59'42''$  West, along the East line of said 0.743 acre tract, same being the West line of said Alazan Creek Easement, a distance of 27.47 feet to a 1/2-inch iron rod with a Unintech cap set for the Northwest corner hereof;

**THENCE** leaving the East line of said 0.743 acre tract, over and across said Alazan Creek easement, the following two (2) courses and distances:

- 1) North  $51^{\circ}13'08''$  East, a distance of 15.80 feet to a 1/2-inch iron rod with a Unintech cap set;
- 2) South  $85^{\circ}01'56''$  East, a distance of 267.33 feet to a cotton spindle set in the West line of a 0.4376 acre tract, granted to Harry J. Burns in Volume 2652, Page 1791 of the Official Public Record of Bexar County, Texas, same being the East line of Alazan Creek Easement, for the Northeast corner hereof;

**THENCE** South  $07^{\circ}26'23''$  East, along the East line of said Alazan Creek Easement, a distance of 18.67 feet to a cotton spindle set for the Southwest corner of said Lot 19,

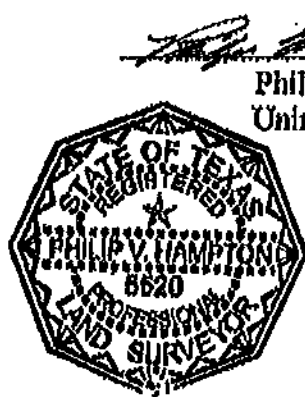
same being in the West right-of-way line of Interstate Highway 35 (Right-of-Way Varies), for corner hereof;

**THENCE** South 28°59'13" West, continuing with the West line of said Interstate Highway 35, same being the East line of said Alazan Creek Basement, a distance of 4.13 feet to a cotton spindle set for the Southeast corner hereof;

**THENCE** leaving the west line of said Interstate Highway 35, over and across said Alazan Creek Basement, the following two (2) courses and distances:

- 1) North 85°01'56" West, a distance of 260.83 feet to a Mag Nail set for a corner;
- 2) South 51°13'08" West, a distance of 23.42 feet to the **POINT OF BEGINNING** and containing a computed area of 0.1444 acres of land.

This Description accompanies a sketch referenced as \\Server02\Jobs\Survey\08 Jobs\08-139-8 Laredo Street Bridge\XML\SARA NORTH.dwg



*Phillip V. Hampton*  
Phillip V. Hampton RPLS 5520  
Unintech Consulting Engineers  
2431 B. Evans Road  
San Antonio, Texas 78259

Project: Laredo Street  
 Tract: P10-078  
 Grantee: San Antonio River Authority  
 Project No. 40-00008

NOTES  
 1. BEARINGS ARE BASED ON THE TEXAS  
 COORDINATE SYSTEM, SOUTH CENTRAL ZONE,  
 NAD 83. THE CURVATURES ARE GRID AND  
 THE GRID TO SURFACE SCALE FACTOR IS  
 1.00007

This sketch is  
 accompanied  
 by a set of  
 field notes  
 referenced here  
 as per  
 Houston  
 Street VAIL SARA  
 NORTH.doc  
 REVISED  
 12-29-08  
 REVISED  
 04-20-10

NCB. 855

HARRY J. BURNS  
 0.6376 ACRES  
 VOLUME 2852, PAGE 078  
 OFFICIAL PUBLIC RECORD  
 OF REAL PROPERTY  
 BEAR COUNTY, TEXAS

- SYMBOL LEGEND**
- 1/2 INCH IRON ROD WITH A UNINTECH INC CAP SET
  - 1/2 INCH IRON ROD FOUND
  - ⊙ COTTON SPINDLE SET
  - ⊕ MAGNETIC NAIL SET
  - ⊗ 1/2 ON PIPE SET



GRANTEE  
 SAN ANTONIO CHANNEL  
 IMPROVEMENT PROJECT EASEMENT  
 SAN ANTONIO  
 RIVER AUTHORITY  
 VOLUME 4751, PAGE 289  
 DEED RECORDS  
 BEAR COUNTY, TEXAS

0.166 ACRES, 6284.50 FT.  
 VARIABLE WIDTH PERMANENT  
 EASEMENT

AZAZAN PARK

S. LAREDO STREET  
 (55.6' R.O.W.)

GRANTEE  
 SAN ANTONIO CHANNEL  
 IMPROVEMENT PROJECT EASEMENT  
 SAN ANTONIO  
 RIVER AUTHORITY  
 VOLUME 4751, PAGE 289  
 DEED RECORDS  
 BEAR COUNTY, TEXAS

NCB. 856

ANIMAL RESOURCE CENTER, INC.  
 0.748 ACRES  
 VOLUME 8454, PAGE 031  
 OFFICIAL PUBLIC RECORD  
 OF REAL PROPERTY  
 BEAR COUNTY, TEXAS

SAN ANTONIO TESTING  
 LABORATORY, INC.  
 VOLUME 6581, PAGE 027  
 OFFICIAL PUBLIC RECORD  
 OF REAL PROPERTY  
 BEAR COUNTY, TEXAS

| LINE | DIRECTION   | LENGTH |
|------|-------------|--------|
| L1   | ND1°59'42"W | 1.84   |
| L2   | NS1°15'08"E | 15.80  |
| L3   | S07°26'23"E | 18.67  |
| L4   | S28°58'13"W | 4.15   |
| L5   | SS1°13'08"W | 23.42  |



STATE OF TEXAS  
 COUNTY OF BEAR

I HEREBY CERTIFY THAT THE ABOVE SURVEY CONFORMS TO  
 THE STANDARDS OF PRACTICE SET FORTH BY THE TEXAS  
 BOARD OF PROFESSIONAL LAND SURVEYING AND TO ALL  
 INFORMATION THAT THE SURVEYOR HAS PERSONAL KNOWLEDGE  
 OF OR TO INFORMATION WITH HIS PROFESSIONAL EXPERIENCE  
 AS A LAND SURVEYOR AND ACCORDING TO AN ACCURATE  
 SURVEY MADE ON THE GROUND BY UNINTECH CONSULTING  
 ENGINEERS, INC.

*Philip V. Hampton*  
 PHILIP V. HAMPTON, P.E., No. 5520

LAREDO STREET

BEAR COUNTY

UNINTECH CONSULTING  
 ENGINEERS, INC.

JOB NO. 08-138-S  
 DATE: NOV 2009  
 DRAWN BY: SEE  
 CHECKED BY: P.V.H.  
 SHEET  
 3  
 OF 3

\\V:\08-138-S Laredo Street Bridge\Elements\SARA NORTH.dwg 11/04/2009 6:00:05 AM CRT

Date: 11/08/2010

CPS Easement

**Submitted By:** Marianne Kumley, Technical Services **Division:** Technical Services

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

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**Information**

**CAPTION**

**PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION TO CONVEY A PERMANENT EASEMENT TO CPS ENERGY UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS**

**Presenter**

Claude Harding

*Estimated Presentation Time: 10 minutes*

The City of San Antonio will be reconstructing the bridge located at Laredo Street and Alazan Creek. Currently, a natural gas pipeline crosses the creek and is attached to the side of the Laredo Street bridge. CPS Energy plans to relocate this gas main north of the bridge by directionally drilling under Alazan Creek. The installation of the gas main underground is desired in order to create a safer environment by eliminating the potential safety risks associated with exposed gas mains.

In accordance with the River Authority's Real Estate Policy, CPS Energy will issue a check for the \$750.00 administration fee and, upon River Authority Board approval, will issue a check for the easement consideration for \$3,072.75.

**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 easement under and across Alazan Creek in Bexar County, Texas, to CPS Energy for the purpose of installation, operation and maintenance of a gas pipeline.

**Discussion**

**Vote**

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**Attachments**

Link: [Easement](#)

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**PERMANENT EASEMENT**

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

The San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas acting by its General Manager, hereunto duly authorized by Resolution No. 1417, passed and approved on November 17, 2010, hereinafter called GRANTOR, for and in consideration of the sum of Three Thousand, Seventy-two and 75/100 Dollars-----(\$3,072.75) cash in hand paid by CPS Energy , hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, a permanent right-of-way easement for the construction, reconstruction, repair, operation, maintenance, inspection, patrolling and/or removing of natural gas pipeline and with all necessary or desirable appurtenances, under and across Alazan Creek, San Antonio in Bexar County, Texas, said locations being more specifically described on the plat attached hereto as "Exhibit A".

GRANTEE shall have the right of ingress and egress across the surface of the land within the limits of the easement. GRANTEE shall have the right to remove brush, undergrowth, of other obstructions which could injure, endanger or interfere with GRANTEE's use of the easement area. GRANTEE shall not damage, destroy or remove any trees within the easement area with a trunk diameter greater than twenty-four (24) inches at a point thirty-six (36) inches above the natural ground surface. GRANTEE shall have the right to assign the easement in whole or in part in accordance with the terms and conditions contained herein.

The right-of-way easement hereby granted is made and accepted under the condition that the construction, operation and maintenance of the utility pipeline shall be in accordance with applicable rules as issued by the Department of Transportation in the Code of Federal Regulations.

The installation, use and maintenance of the pipeline shall be in accordance with the best operating procedures used by a prudent person engaged in the utility industry. GRANTEE shall use the highest degree of care and all proper safeguards to prevent any unauthorized discharges into the waters of the Alazan Creek, San Antonio, Bexar County, Texas. In the event of such discharges, GRANTEE shall be responsible for all damage to public and private property.

GRANTEE shall notify the GRANTOR of any future installations within this easement. Any and all future pipeline installations within this easement shall be subject to the review and approval of the San Antonio River Authority.

This consent shall not constitute a conveyance or release of any right, title or interest held by the San Antonio River Authority in said parcel. In the event of future modifications to flood control or project improvements within Alazan Creek, then CPS Energy or their assigns will be required at their own expense to adjust its utilities to accommodate the modifications.

GRANTOR reserves the right to inspect this and any future installations within this easement.

TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, until the use of said easement by GRANTEE shall be permanently abandoned or relocated as hereinabove provided.

EXECUTED this \_\_\_\_\_ day of November, 2010.

SAN ANTONIO RIVER AUTHORITY

By \_\_\_\_\_  
Suzanne B. Scott  
General Manager

ATTEST:

By \_\_\_\_\_  
Stephen T. Graham, P.E. CFM

STATE OF TEXAS        §  
                                  §  
COUNTY OF BEXAR    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of November, 2010 by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

## FIELD NOTES FOR VARIABLE WIDTH GAS AND ELECTRIC EASEMENT

0.094 of an acre, or 4,097 square feet, more or less, located in the City of San Antonio, Bexar County, Texas and being out of the Alazan Creek Flood Control Channel Easement conveyed to the San Antonio River Authority by ordinance recorded in Volume 4751, Pages 299-312 of the Deed Records of Bexar County, Texas. Said 0.094 of an acre tract being 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;

**COMMENCING:** at a found San Antonio River Authority monument at the north most corner of a 0.743 of an acre tract recorded in Volume 8454, Pages 1631-1633 of the Official Public Records of Real Property of Bexar County, Texas, an angle point in the west line of said Alazan Creek Flood Control Channel Easement;

**THENCE:** with the east line of said 0.743 of an acre tract, the west line of said Flood Control Channel Easement, the following courses and distances:

South 39°39'24" East a distance of 95.99 feet to a point,

South 29°29'51" East a distance of 100.00 feet to a point,

South 08°54'35" East a distance of 75.67 feet to a point,

South 01°17'13" East a distance of 55.15 feet to the POINT OF BEGINNING;

**THENCE:** departing said west line of said Flood Control Channel Easement, South 85°01'56" East a distance of 289.61 feet to a point on the east line of said Flood Control Channel easement;

**THENCE:** along the east line of said Flood Control Channel Easement, South 02°26'08" West a distance of 14.01 feet to a point;

**THENCE:** departing the east line of said Flood Control Channel Easement, North 85°01'56" West a distance of 277.73 feet to a point;

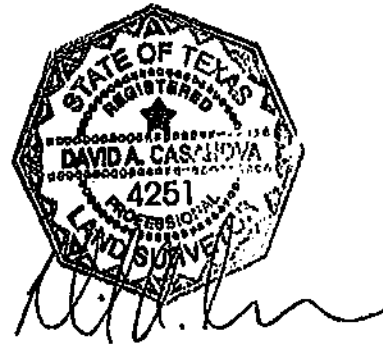
**THENCE:** South 51°38'02" West a distance of 10.67 feet to a point on the north right-of-way line of South Laredo Street;

**THENCE:** along said north right-of-way line of South Laredo Street, North 84°31'24" West a distance of 2.41 feet to a point, the southeast corner of said 0.743 of an acre tract;

0.094 of an Acre  
Job No. 9112-10  
Page 2 of 2

**THENCE:** along the east line of said 0.743 of an acre tract, the west line of said Flood Control Channel Easement, North 01°17'13" West a distance of 21.43 feet to the POINT OF BEGINNING, and containing 0.094 of an acres in the City of San Antonio, Bexar County, Texas, Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

**PREPARED BY:** PAPE DAWSON ENGINEERS, INC.  
**DATE:** July 28, 2010  
**JOB No.:** 9112-10  
**FILE:** N:\Survey10\10-9100\9112-10\WORD\0.094 Ac.doc





( IN FEET )  
1 Inch = 50 ft.

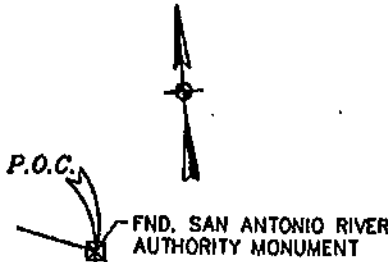
**DEED/PLAT REFERENCE**

O.R. DEED RECORDS OF BEXAR COUNTY, TEXAS  
O.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S02°28'08"W | 14.01' |
| L2   | S51°38'02"W | 10.87' |
| L3   | N84°31'24"W | 2.41'  |
| L4   | N01°17'13"W | 21.43' |



**LOCATION MAP**  
K.T.S.



**FLOOD CONTROL CHANNEL EASEMENT**  
VOLUME 4751, PAGE 299, D.R.



0.743 OF AN ACRE  
N.C.B. 895  
VOLUME 8454,  
PAGE 1631, O.P.F.

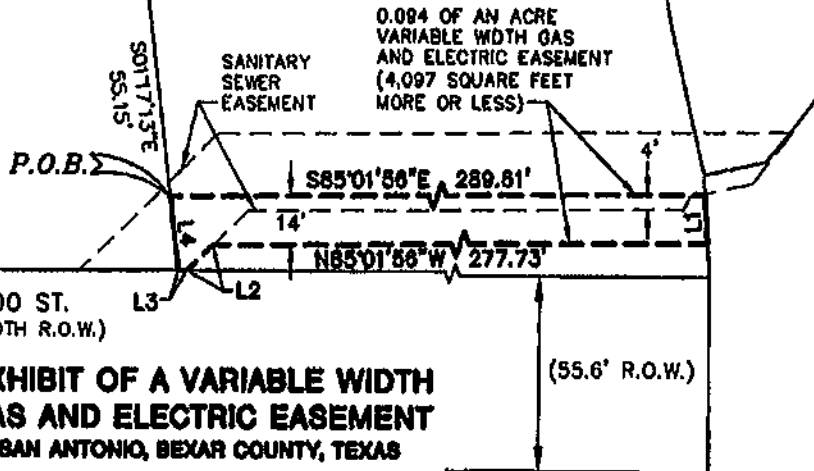
ALAZAN CREEK

0.4376 OF AN ACRE  
N.C.B. 3551  
VOLUME 14287,  
PAGE 694, O.P.R.

FND. 1/2" IRON ROD (BENT) #

**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.



**EXHIBIT OF A VARIABLE WIDTH  
GAS AND ELECTRIC EASEMENT**  
SAN ANTONIO, BEXAR COUNTY, TEXAS

**PAPE-DAWSON  
ENGINEERS**

648 EAST DAWNEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.228.9002  
FAX: 210.228.9003

MEMBER BOARD OF PROFESSIONAL ENGINEERS, AND REGISTRATION # 119  
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, REG. NO. 20014-00  
Copyright © 2010 Pape-Dawson Engineers, Inc. All Rights Reserved.

Date: Jul 29, 2010, 7:56am User ID: D:\pape\dw\l\10-0710\1012-10\ACAD\E\_911210\_CPS\_ESMT\_B.dwg  
File #C:\Users\dw\Documents\10-0710\1012-10\ACAD\E\_911210\_CPS\_ESMT\_B.dwg

Date: 11/08/2010

ILA with SAWS

**Submitted By:** Lupe Sanchez, Executive Offices

**Division:** Support Services

**Submitted For:** Sharon McCoy-Huber

**Department:**

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**Information**

**CAPTION**

**DISCUSSION AND APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH SAN ANTONIO WATER SYSTEM FOR THIRD PARTY BILLING**

**Presenter**

Sharon L. McCoy-Huber, Larry Anderson and John Chisholm

*Estimated Presentation Time: 10 minutes*

In June of 2010, the San Antonio Water System (SAWS) requested to meet with the River Authority to discuss the audit that the River Authority conducted for third party billing. The River Authority and SAWS concurred that there were funds in the amount of \$594,148 that were due to the River Authority. After SAWS applied their cost of \$34,678 for these billings that were incorrectly collected by SAWS and paid to SAWS, the amount due is \$559,470.

SAWS sent a copy of a new interlocal agreement (ILA) for the River Authority to execute. The primary changes are

1. an increase in fee, currently \$0.76 per customer billed per month, to \$0.78 per customer billed per month;
2. 0.715% of gross billing per billing period to cover uncollectible billings, which is currently 0.5%; and
3. a clause stating that the fees are subject to change on January 1 of each year. SAWS will notify the River Authority 30 days prior to the January 1 adjustment.

Staff has reviewed the ILA and is in agreement with the terms. A copy of the ILA is attached.

**Recommendation**

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors an approval of the San Antonio Water System Interlocal Agreement, as presented.

**Discussion**

**Vote**

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## **Attachments**

Link: SAWS ILA

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**INTERLOCAL AGREEMENT BETWEEN  
SAWS AND THE SAN ANTONIO RIVER AUTHORITY**

This Interlocal Agreement (the “Agreement”) is entered into, in duplicate originals, and effective on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the San Antonio Water System, a wholly owned municipal water and sewer utility of the City of San Antonio, (“SAWS”), as authorized by SAWS Board Resolution No. \_\_\_\_\_, which was passed on \_\_\_\_\_, 2010, and the San Antonio River Authority (“SARA”), a political subdivision of the State of Texas as authorized by the Texas Constitution, As authorized by SARA’s Board Resolution No. \_\_\_\_\_, which was passed on \_\_\_\_\_, 2010, together the “Parties.”

**RECITALS**

**WHEREAS**, both parties intend this Agreement to be in compliance with Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as a contract for the provision of facilities to provide wastewater billing services by SAWS on behalf of SARA; and

**WHEREAS**, SAWS owns and operates a water distribution system and provides water service to some of the same customers which are served by SARA’s sanitary sewer system; and

**WHEREAS**, SARA is a political subdivision of the State of Texas with operations in the San Antonio area which are adjacent to SAWS’ water and/or wastewater service areas; and

**WHEREAS**, the parties have specific authority under the Act to enter into an interlocal contract to provide the services contemplated hereunder; and

**WHEREAS**, SARA has offered to pay SAWS to provide SARA with billing services for sewer service charges to its customers; and

**WHEREAS**, SAWS has accepted the offer of SARA to perform such services on a year-to-year basis for up to a total term of five (5) years with a provision that service may continue to be provided after this term until a successor agreement is executed between the parties; and

**WHEREAS**, the functions and services specified in this Agreement are governmental functions or services that either party to the contract is authorized to perform individually;

**NOW THEREFORE:**

The Parties hereto agree as follows:

**1.00 Purpose and Scope of Services.**

**1.01 Purpose.** The Parties acknowledge that the intent of this Agreement is for SAWS to provide SARA with retail billing services for sewer service charges to SARA’s customers.

**1.02 Scope of Services**

(a) SAWS shall only bill customers of SARA who also receive SAWS' retail water service. SARA will be responsible for initially providing SAWS with the current geographical boundary for SARA's service area as well as any changes to that boundary. Each month SAWS shall bill such customers within that geographical boundary for SARA's sewer service charges at rates determined by the parties for each customer for each service and shall receive the payments made for such charges. The sewer rates are to be determined at the discretion of SARA's Board of Directors, and may be amended from time to time.

(b) Residential customers shall be billed for sewer services based on (1) their Winter Average (as defined by SAWS), (2) the unaveraged rate as determined by SARA, or (3) the interim average (as defined by SAWS), as applicable. Commercial customers shall be billed for sewer services based on the current month's water consumption.

(c) In addition to notifying SAWS of the initial rates to be used for billing for sewer services to each customer by SAWS, SARA shall notify its customers and SAWS in writing of any changes in the rates for sewer service charges including the dates such rates are to become effective not less than thirty (30) days prior to the effective billing date. Furthermore, if SARA establishes a sewer services rate in terms of a cost per hundred cubic feet, SARA shall provide SAWS a converted sewer service rate amount in terms of a cost per hundred gallons for use by SAWS for customer billing purposes.

(d) SAWS shall provide SARA with the names and addresses of all water connections being billed within the SARA sewer service area on a monthly basis. In addition, SAWS shall provide a list of all vacant and/or inactive addresses within the SARA sewer service area on a monthly basis. Accounts will be coded to distinguish those being billed for SARA sewer services from those billed only for water services (septic, irrigation, etc.). It is the responsibility of SARA to notify SAWS of any accounts within SARA's service area that are not properly being billed for sewer service.

(e) Within 30 days of the end of each Winter Average period, SAWS shall provide SARA a list of all residential accounts with their water consumption for each of the three months plus the proposed winter average consumption. Within 30 days prior to implementation of the new winter averages on customer billing, SAWS shall provide to SARA the final version of the list for review and approval.

(f) The first billing made under this Agreement shall be made as determined by agreement between the management of SARA and the management of SAWS. SAWS shall bill SARA's customers thereafter at the same periods and on the same cycle of approximately 30 days' duration for which SAWS bills for its own water service to said customers. SAWS shall utilize its standard billing and collection procedures which may be subject to change.

(g) SAWS shall adjust SARA customer sewer billings in accordance with SAWS procedures and guidelines when customers have experienced a leak during the winter

average period (residential) or for the affected months (commercial). If customers dispute the adjustment provided, they can appeal to a SARA contact. Should SARA determine that further adjustment should be provided, that request should be sent to SAWS Billing Manager and Customer Service Director for implementation.

## **2.0 Term and Expiration of Services**

**2.01** The effective date of this Agreement shall be on the date of execution by both parties and after the final approval by both the SAWS Board and SARA's Board of Directors. SAWS shall begin to provide services identified in this Agreement upon receipt of SARA's written authorization to proceed.

**2.02** The term of this Agreement shall be renewed on a year-to-year basis for up to five (5) years after the effective date. The terms of this Agreement may remain in effect after the expiration date until a successor agreement is executed between the parties so long as neither party notifies the other party in writing of its intent to terminate this Agreement.

## **3.00 Payment for Services**

**3.01** Fees. SARA shall pay SAWS the following fees for its services related to billing and collection of charges:

- (a) \$0.78 per customer per billing period.
- (b) 0.715% of gross billings per billing period to cover uncollectible billings.
- (c) Such Fees are subject to change on January 1 of each year. The Fees will be based upon an allocation of SAWS' actual cost of providing customer service and billing functions. At least thirty (30) days prior to January 1 of each year, SAWS will notify SARA of any such adjustment in Fees.

## **3.02 Remittance and Reporting.**

- (a) By the 15th day of the month immediately after the month in which the last applicable billing cycle ended, SAWS shall furnish to SARA a Sewer Accounts Billable Consumption Report and a Billing Summary Report for sewer accounts.
- (b) After deducting (1) applicable per customer billing charges described in Section 3.01 (a) above; (2) 0.715% of gross billings to cover uncollectible billings; (3) all applicable customer late penalty fees; and (4) all applicable adjustments to sewer billings made as a result of customer inquiry according to SAWS' standard adjustment guidelines or at the request of SARA, SAWS shall remit the net amount to SARA by the 15th day of the month immediately after the month in which the last applicable billing cycle ended.
- (c) Any adjustments or corrections needed to the above remittance to SARA shall be made by SAWS in the next month following the remittance.

(d) The Sewer Accounts Billable Consumption Report and the Billing Summary Report to be provided to SARA by SAWS under Section 3.02(a) above (the "Reports") and the Winter Average reports will be submitted in an electronic format mutually acceptable to both parties. SARA will designate in writing the name and contact information of the SARA employee to receive the Reports. Fields to be included in all reports will be mutually acceptable to both parties. The Reports will be provided in a structured format and/or database system mutually acceptable to both parties. Programming changes necessitated to produce these reports will be accomplished as quickly as possible, but may not be completed before execution of this agreement.

### **3.03 Other Fees.**

SARA shall be responsible for all costs if any, associated with requested research and modifications to the automated billing system of SAWS to accommodate any billing or reporting enhancements requested by SARA. SAWS shall provide to SARA an estimate of the cost for the requested research or modification in advance of making any changes to the billing system. After the research or modifications to the billing system have been made, an invoice of the lesser of the estimated or actual cost of the modification will be sent to SARA. Within 30 days of the delivery by SAWS of the invoice of costs to SARA, SARA shall remit to SAWS an amount equal to SAWS' lesser costs. After 30 days any costs remaining unpaid will be deducted by SAWS from amounts owed to SARA under Section 3.02 of this agreement.

### **4.00 Liability, Indemnity and Insurance.**

**4.01** SAWS shall not be responsible for any consequential or incidental damages of any kind or nature that result from or are related to SAWS' conduct under this Agreement.

**4.02** To the extent allowed by law, each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising out of, or in connection with, SAWS' provision of the water, or water facilities and services, contemplated under this Agreement, where such injuries, death or damages are caused by the joint negligence of each party, its employees, contractors, or agents. It is the EXPRESSED INTENTION of both parties to this Agreement that the indemnity provided for in this paragraph is INDEMNITY BY each party TO INDEMNIFY AND PROTECT the other party from the consequences of its own comparative share of negligence. Since SAWS shall be performing governmental functions on behalf of SARA, SARA shall further assist SAWS in asserting any and all sovereign governmental immunity rights or limitations in defending any claims made against SAWS related to any work performed on behalf of SARA.

**4.03** Both parties shall name the other party as an additional insured under its current Commercial General Liability insurance policy, maintain the additional insured requirement throughout the term of this Agreement, and furnish certificates of coverage to the other party upon request, including, a Certificate of Insurance coverage indicating the Commercial General

Liability policy data and the Additional Insured endorsement.

**4.04 Billing errors.** SAWS shall not be responsible to SARA or its customers for any over billings or under billings of SARA's sewer customers due to incorrect account codes, misclassifications, or issues not related to customer consumption inquiries. Any refunds for overbillings will be paid for by, and be the responsibility of SARA, and SARA shall have the authority to decide whether to back bill customers who were under billed. SAWS will retroactively bill customers on behalf of SARA for two years only.

**4.05 Release of liability.** SAWS has agreed to pay SARA a settlement of \$595,068.74 relating to SARA customers improperly classified as SAWS sewer customers less \$10,880.51 for research, analysis, and reconciliation services and \$23,797.88 for billing services. In exchange for this settlement amount of \$560,390.35, SARA agrees to release SAWS from any additional liability relating to billing errors or misclassification of customers prior to the date of this agreement.

## **5.00 Alterations to Agreement and Scope of Work**

No amendments to this Agreement shall be considered valid by either Party unless they are in writing and approved by each Party's respective governing body.

## **6.00 Default and Termination**

**6.01** If either Party breaches any term, or terms, of this Agreement, then the breaching party shall have thirty (30) days from the date that it receives written notification of the breach from the other Party to commence good faith efforts to cure such breach. If the breach has not been cured within a reasonable period of time, then the non-breaching Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate.

**6.02** This Agreement may be terminated at will by either party upon written notice by certified mail ninety (90) days in advance of the desired effective date of termination.

**6.03** If this Agreement is terminated for any reason prior to the expiration of the year term, SARA shall pay SAWS for all of SAWS' costs incurred prior to the date of termination, including, any and all capital, operation and maintenance expenditures. The calculation of capital costs shall take into account the amount of costs that have been recovered by SAWS up to the date of termination.

## **7.00 Miscellaneous Provisions.**

**7.01 Assignment.** No assignment of this Agreement, in whole or in part for any purpose shall be made by either SARA or SAWS without the prior written consent of the other Party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

**7.02 Notices.** All written notices required by the terms of this Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below:

**If to SARA:**

San Antonio River Authority  
Suzanne B. Scott, General Manager  
100 East Guenther St.  
San Antonio, TX 78204

**If to SAWS:**

San Antonio Water System  
Robert R. Puente, President/Chief Executive Officer  
P.O. Box 2449  
San Antonio, Texas 78298-2449

These addressees and addresses may be changed by either Party by notice in writing to the other Party.

**7.03** Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof.

**7.04** Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall not be confined to the specific paragraphs, clauses, or paragraphs of this Agreement held legally invalid.

**7.05** Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject matter hereof.

**7.06** Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Bexar County, Texas.

**7.07 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.

**7.08 No Waivers.** The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

**7.09 Current Revenues Available and No Tax Revenue.** Both parties agree that any payments that are made under this Agreement for governmental functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

**7.10 Authority to Agreement.** SARA hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and/or ordinance of its Board of Directors and that its General Manger has the authority to execute this Agreement. SAWS hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution of its Board of Trustees and that its President/Chief Executive Officer has the authority to execute this Agreement. Each party certifies that the services specified above are necessary and essential for activities that are properly within the statutory functions of each party and serve the interest of efficient and economical administration of each entity.

**7.11 No Third Party Beneficiaries.** Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

**7.12 Force Majeure.** If by reason of Force Majeure, SAWS shall be rendered unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of SAWS, or any other causes not reasonably within the control of SAWS.

**7.13 Fair Compensation.** Both parties find that all payments described in this Agreement are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

**SAN ANTONIO RIVER AUTHORITY:**

By: \_\_\_\_\_

Name: Suzanne B. Scott

Title: General Manager

**SAN ANTONIO WATER SYSTEM:**

By: \_\_\_\_\_

Name: Robert R. Puente

Title: President/Chief Executive Officer

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Robert R. Puente, President/Chief Executive Officer of the San Antonio Water System, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**Date: 11/08/2010**

**ILA with Bexar Met**

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Support Services

**Submitted For:** Sharon McCoy-Huber

**Department:**

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**Information**

**CAPTION**

**DISCUSSION AND APPROPRIATE ACTION ON INTERLOCAL AGREEMENT  
WITH BEXAR METROPOLITAN WATER DISTRICT FOR THIRD PARTY  
BILLING**

**Presenter**

Sharon L. McCoy-Huber, Larry Anderson and John Chisholm

*Estimated Presentation Time: 10 minutes*

July of 2010 the Bexar Metropolitan Water District (BexarMet) notified the River Authority that they wanted to amend the interlocal agreement (ILA). BexarMet sent a copy of a draft amendment for the River Authority to execute. In reviewing the amendment, the change is an increase to the fee on the amount billed from 3.0% to 8.0% with an effective date of November 1, 2010.

Staff would like to recommend the change as proposed in the attached amendment to the ILA.

**Recommendation**

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors an approval of the Bexar Met Interlocal Agreement, as presented.

**Discussion**

**Vote**

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**Attachments**

Link: [Bexar Met ILA](#)

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**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN  
BEXAR METROPOLITAN WATER DISTRICT  
AND  
SAN ANTONIO RIVER AUTHORITY**

THIS AMENDMENT shall amend the Interlocal Agreement effective February 23, 1994, by and between Bexar Metropolitan Water District (the "District") and the San Antonio River Authority (the "Authority") (the "Agreement"). Unless otherwise indicated herein, all terms initially capitalized herein shall have the same meaning attributed to such terms in the Agreement and references to section numbers are to sections of the Agreement.

The Agreement is hereby amended as follows, effective November 1, 2010. All other terms and conditions of the Agreement shall remain in force.

Section 2 c is deleted in its entirety and replaced with the following:

Provide revised and updated guidelines to District for sewerage service charge adjustments which are generally consistent with adjustment practices by other public providers of sanitary sewage service in Bexar County and which will relieve District staff of time spent on intensive customer service research and making judgment calls.

Section 3a is deleted in its entirety and replaced with the following:

As full compensation for services provided pursuant hereto, District may retain each month a collection fee in the amount eight percent (8%) of the gross collections of sewer charges, late penalties and regulatory assessments for Authority.

**AGREED AND ACKNOWLEDGED:**

**BEXAR METROPOLITAN WATER DISTRICT**

By: \_\_\_\_\_  
Name: Victor M. Mercado  
Title: General Manager  
Date: \_\_\_\_\_

**SAN ANTONIO RIVER AUTHORITY**

By: \_\_\_\_\_  
Name: Suzanne Scott  
Title: General Manager  
Date: \_\_\_\_\_

Date: 11/08/2010

Executive Session: Kilowatt Park Land, LLC

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Operations

**Submitted For:** John Chisholm

**Department:**

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**Information**

**CAPTION**

**EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 FOR CONSULTATION WITH ATTORNEY REGARDING CAUSE NO. 2010-CI-18075 SAN ANTONIO RIVER AUTHORITY V. KILOWATT PARK LAND, LLC IN THE 438TH DISTRICT COURT, BEXAR COUNTY, TEXAS**

**Presenter**

John Chisholm and David Ross

*Estimated Presentation Time: 5 minutes*

**Discussion**

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Date: 11/08/2010

Executive Session: Martinez IV Sewer Plant, LTD

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Executive Offices

**Submitted For:** David Ross, Attorney

**Department:**

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**Information**

**CAPTION**

**EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.071 FOR CONSULTATION WITH ATTORNEY REGARDING ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY FOR SAN ANTONIO RIVER AUTHORITY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT CONCERNING MARTINEZ IV SEWER PLANT, LTD**

**Presenter**

John Chisholm and David Ross  
*Estimated Presentation Time: 20 minutes*

**Discussion**

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**Date: 11/08/2010**

**Kilowatt Park Land, LLC**

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Operations

**Submitted For:** John Chisholm

**Department:**

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**Information**

**CAPTION**

**PRESENTATION, DISCUSSION AND APPROPRIATE ACTION CONCERNING  
CAUSE NO. 2010-CI-18075 SAN ANTONIO RIVER AUTHORITY V. KILOWATT  
PARK LAND, LLC IN THE 438TH DISTRICT COURT, BEXAR COUNTY, TEXAS**

**Presenter**

John Chisholm and David Ross

*Estimated Presentation Time: 5 minutes*

**Recommendation**

Motion to be crafted, if necessary, after Committee discussion.

**Discussion**

**Vote**

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**Date: 11/08/2010**

**Martinez IV Sewer Plant, LTD**

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Operations

**Submitted For:** John Chisholm

**Department:**

---

**Information**

**CAPTION**

**PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING  
MARTINEZ IV SEWER PLANT, LTD**

**Presenter**

John Chisholm and David Ross

*Estimated Presentation Time: 20 minutes*

**Recommendation**

Motion to be crafted, if necessary, after Committee discussion.

**Discussion**

**Vote**

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Date: 11/08/2010

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

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:**

**Submitted For:** Suzanne B. Scott

**Department:**

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16.

**Information**

**CAPTION**

**STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**

**Presenter**

Suzanne B. Scott

*Estimated Presentation Time: 10 minutes*

**Discussion**

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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: 5 minutes*

**Discussion**

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18.

**Information**

**CAPTION**

**ITEMS FOR FUTURE CONSIDERATION**

**Presenter**

Mr. Ruckman, Committee Chairman

*Estimated Presentation Time: 5 minutes*

**Discussion**

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**Operations Committee**

**Date: 11/08/2010**

**Next Meeting Date / Adjourn**

**Individual Items 19. - 20.**

**Submitted By:** Lupe Sanchez, Executive  
Offices

**Division:** Executive Offices

**Submitted For:** Suzanne B. Scott

**Department:**

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**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, December 6, 2010, at 2:00 p.m.

**Discussion**

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**20.**

**Information**

**CAPTION**

**ADJOURN**

**Presenter**

Mr. Ruckman, Committee Chairman

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