

AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

SAN ANTONIO RIVER AUTHORITY

January 26, 2009, 9:00 a.m.

Estimated Presentation Time: 3.5 hrs; Estimated Meeting: 6 hrs



GENERAL AND CEREMONIAL ITEMS:

Estimated Presentation Time: 10 minutes

1. **CALL TO ORDER BY THE CHAIRMAN, MR. THOMAS G. WEAVER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL BY THE SECRETARY, MS. SALLY BUCHANAN**

BEXAR COUNTY:

- Sally Buchanan
- Hector Morales
- Jeff Neathery
- Názirite Rubén Pérez
- Roberto G. Rodríguez
- Thomas G. Weaver

GOLIAD COUNTY:

- Terry E. Baiamonte
- Adair R. Sutherland

KARNES COUNTY:

- Gaylon J. Oehlke
- H.B. Ruckman III

WILSON COUNTY:

- John Flieller
- A.D. Kollodziej, Jr.

4. **CERTIFICATION OF A QUORUM BY THE SECRETARY**
5. **INTRODUCTION OF VISITORS**
6. **CITIZENS TO BE HEARD**

INDIVIDUAL AGENDA ITEMS:

7. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, BEXAR COUNTY AND THE SAN ANTONIO RIVER AUTHORITY TO COMPLETE THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**
8. **DISCUSSION AND APPROPRIATE ACTION REGARDING A CPS ENERGY REQUEST FOR PROPOSALS TO OPERATE BRAUNIG AND CALAVERAS LAKE PARKS**
9. **PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING PREPARATION OF THE FISCAL YEAR 2009/10 BUDGET AND STRATEGIC PLANNING DOCUMENT**

TIME CERTAIN ITEM

10. **12:00 P.M.: RECESS FOR LUNCH**

12:45 P.M.: RESUME MEETING

11. **ITEMS FOR FUTURE CONSIDERATION**
12. **GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:**
 - **UPCOMING EVENTS CALENDAR**
 - **FUTURE BOARD AND/OR COMMITTEE MEETINGS**
 - **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**
13. **ADJOURN**

Estimated Staff Presentation Time: 3.5 hours
Estimated Meeting Length: 6 hours

SAN ANTONIO RIVER AUTHORITY
General Statements

This meeting is wheelchair accessible. Accessible parking is located at 100 E. Guenther St. 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 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 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.

Date: 01/26/2009

SARIP Cooperative Agreement

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Information

CAPTION

PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING A RESOLUTION AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, BEXAR COUNTY AND THE SAN ANTONIO RIVER AUTHORITY TO COMPLETE THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

Presenter

Suzanne B. Scott

Estimated Presentation Time: 30 minutes

The San Antonio River Authority (SARA) entered into the original Interlocal Agreement (ILA) with the City of San Antonio and Bexar County for the completion of the San Antonio River Improvements Project in December 2006. The agreement set out the roles and responsibilities for each entity and the associated funding commitments to complete the project.

The revision to the ILA, as reflected in the attached Cooperative Agreement, incorporates the addition of the \$125 million in Visitor Tax funding approved by Bexar County voters to meet Bexar County's project funding commitment. The Cooperative Agreement also incorporates the City of San Antonio's revised funding commitment on the Museum Reach which was approved in April 2007. SARA's funding commitment toward operations and maintenance is also reflected in the Cooperative Agreement. The Cooperative Agreement increases the total project budget from \$198.7 million to \$279 million.

The Cooperative Agreement also formalizes commitments, roles and responsibilities previously approved by the entities in a Memorandum of Understanding in April 2007. SARA's role and responsibilities for the project are expanded to include the project management and implementation of the Visitor Tax funded elements including the extension of the project's limits to include the Museum Reach Park Segment. In addition, the Cooperative Agreement defines the calculation of SARA's indirect costs which are billed to the City and County as part of SARA's project management costs.

On December 8, 2008, the Operations Committee supported presentation of the Cooperative Agreement to the San Antonio River Authority Board of Directors for approval. On January 27, 2009, the Cooperative Agreement will go before the Bexar County Commissioner's Court

for approval.

Recommendation

Resolution authorizing the Board Chairman to execute a Cooperative Agreement between the City of San Antonio, Bexar County and the San Antonio River Authority to complete the San Antonio River Improvements Project.

Discussion

Vote

Attachments

Link: [SARIP Coop Agreement 012009](#)

Link: [R-1360](#)

STATE OF TEXAS §
§
COUNTY OF BEXAR §

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO, TEXAS,
BEXAR COUNTY, TEXAS, AND THE SAN
ANTONIO RIVER AUTHORITY TO
COMPLETE THE SAN ANTONIO RIVER
IMPROVEMENTS PROJECT.**

This Cooperative Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as “**CITY**”), the San Antonio River Authority, a conservation and reclamation district (hereinafter referred to as “**RIVER AUTHORITY**”), and Bexar County, Texas (hereinafter referred to as “**COUNTY**”), all of which may also be referred to herein individually as a “**PARTY**” or collectively as the “**PARTIES**”.

WHEREAS, the **PARTIES** entered into an interlocal agreement dated December 5, 2006 “ 2006 Agreement” to complete the San Antonio River Improvements Project, (the “**PROJECT**”) and now desire to incorporate through this Cooperative Agreement terms and conditions of the 2006 Agreement with expanded terms and conditions relating to the **COUNTY**’s additional funding commitment which was derived from a special election called by the **COUNTY** pursuant to Texas Local Government Code Sections 334.103 and 334.252, held on May 10, 2008, which calls for the issuance and sale of bonds to support the **PROJECT** (the “**Visitor Tax**”); and

WHEREAS, **CITY**, **COUNTY** and **RIVER AUTHORITY** executed a Memorandum of Understanding dated April 10, 2007 to complement the 2006 Agreement and increase the **CITY**’s funding capacity for capital investment in the

PROJECT and recognize RIVER AUTHORITY's investment in operations and maintenance associated with the PROJECT; and

WHEREAS, CITY and RIVER AUTHORITY have entered into a separate interlocal agreement to define the roles and responsibilities for the operation and maintenance of completed Museum Reach Urban Segment, Eagleland, and Mission Reach sections of the PROJECT; and

WHEREAS, the Parties agree to consolidate the terms and conditions of the 2006 Agreement and the Memorandum of Understanding dated April 10, 2007 in to this Cooperative Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned PARTIES agree to the terms and conditions outlined below.

I. PURPOSE

This Cooperative Agreement between the PARTIES provides for the final design, construction, funding, master planning, project management, permitting, rights-of-way acquisition and construction management of the PROJECT, according to the terms and conditions detailed below. CITY and COUNTY funding for the PROJECT will be combined with funding from the U.S. Army Corps of Engineers, hereinafter referred to as "USACE," and other funding sources to accomplish the PROJECT.

II. AUTHORITY

The PARTIES are authorized to make this Cooperative Agreement which is intended to increase the efficiency and effectiveness of the Parties in completing the PROJECT .

III. SCOPE OF THE PROJECT

The geographical limits of the PROJECT are shown on the map attached as Exhibit “A”, and include the Museum Reach, comprised of two (2) segments 1) the Urban Segment extending along the San Antonio River from Lexington Avenue to Josephine Street; 2) the Park Segment extending north from Josephine Street through and adjacent to Brackenridge Park to Hildebrand Avenue; and the Mission Reach, extending along the San Antonio River from Lone Star Avenue to approximately 4,000 feet south of Loop 410 South; and the Eagleland Reach from Guenther Street south to Lone Star Avenue. The PROJECT encompasses all components of approved improvements funded wholly or in part by the CITY, COUNTY, RIVER AUTHORITY, USACE, or others as described in the Project Description attached as Exhibit B and implemented through the roles and responsibilities as defined in Article IV.

CITY funding on the PROJECT will support the final design and construction of amenities and upgrades, hike and bike trails, recreational features, landscaping, selected environmental restoration, river barge navigation, elements of a lock and dam system at Brooklyn Street and other improvements which support river barge navigation and river maintenance. CITY funding has also supported the completion of “Currents and Eddies: City of San Antonio San Antonio River Improvement Project Art Master Plan – 30 Year Vision” (“Art Master Plan”) dated May 8, 2006 and prepared in conjunction with the CITY’s Design Enhancement Manager, COUNTY, RIVER AUTHORITY and the San Antonio River Oversight Committee (the “SAROC”). COUNTY flood control funding will support the final design and construction of the flood control, environmental restoration and channel stabilization components of the PROJECT. COUNTY Visitor Tax funding will support defined betterments and enhancements as described by project

reach in the Project Description; Exhibit B and fund potential shortfalls in the federal funding requirement to support the completion of the Mission Reach. The approved allocation of the Visitor Tax funding for the PROJECT is described in the attached Exhibit “C”.

All components of the PROJECT shall be consistent with the Design Guidelines dated April 2001 and further defined in preliminary design documents for the PROJECT as approved by the PARTIES and the Visitor Tax funded components endorsed by the SAROC. The preliminary design documents approved by CITY and COUNTY may be altered, added to or deleted during the final design and construction phases based upon the availability of funding from CITY, COUNTY and other funding sources, site conditions, response to requests by the SAROC, and/or other conditions that may arise during the development of the PROJECT.

The design documents for the Mission Reach are prepared by the USACE with input from the PARTIES and the SAROC and based upon the “San Antonio River, San Antonio Texas Channel Improvement Project Ecosystem Restoration and Recreation General Reevaluation Report and Integrated Environmental Assessment” prepared by the USACE and dated September 28, 2004. The Eagleland segment of the PROJECT includes channel restoration, a riverwalk link, pedestrian access and amenities, which are described in the attached Exhibit “C”.

IV. ROLES AND RESPONSIBILITIES FOR THE PROJECT

A. EXECUTIVE COMMITTEE:

An Executive Committee comprised of the CITY Manager, RIVER AUTHORITY General Manager, and COUNTY Director of Infrastructure Services will provide executive management oversight of the PROJECT. The Executive Committee will meet

approximately monthly. RIVER AUTHORITY will schedule, coordinate, draft and distribute the agenda and conduct the Executive Committee meetings. The monthly Executive Committee meetings will include a project update by the RIVER AUTHORITY General Manager and policy items for discussion and direction.

B. CITY'S RESPONSIBILITY:

- (1) CITY will provide timely direction to RIVER AUTHORITY on decisions requiring action by the CITY relating to modifications to the project budget, the project schedule and project designs.
- (2) CITY identifies the City Manager, or designee, as the CITY's contact for the PROJECT.
- (3) CITY directs contracted project management consultants for the Museum Reach-Urban Segment and ensures the consultant's participation and representation at the Executive Committee meetings.
- (4) CITY will provide all necessary flood plain development and local permits for the PROJECT.
- (5) CITY shall serve as project administrator and manager for those aspects of the Eagleland segment as described as CITY projects in Exhibit "C".
- (6) Through its operation of the tunnel inlet at Josephine Street, CITY will divert river flow above Josephine Street to the maximum extent possible into the tunnel inlet at Josephine Street to allow for the construction of the Museum Reach portion of the PROJECT.
- (7) CITY supports the need to establish a management plan to determine the quantity and quality of water from all sources within the CITY's purview within Bexar

County to be allocated to the San Antonio River and its tributaries to support the operation and sustainability of the PROJECT and to flow downstream to support environmental flow needs of the San Antonio River and its ecosystem. CITY will work with RIVER AUTHORITY to develop the management plan including facilitating discussions between San Antonio Water System and CPS Energy to create the management plan. CITY will continue to coordinate and consult with RIVER AUTHORITY on programs and activities affecting water quality in the San Antonio River and its tributaries and recognize RIVER AUTHORITY's role and capabilities in water quality sampling, testing, monitoring, analysis and reporting on the San Antonio River and its tributaries.

- (8) CITY shall provide timely review and approval of design and construction documents for the PROJECT, which shall not unreasonably be withheld.
- (9) CITY shall coordinate the implementation of the Art Master Plan for the PROJECT including the administration of the process to secure approval of the installation of public art pieces within the limits of the PROJECT.
- (10) CITY will participate in PROJECT meetings as needed.
- (11) CITY shall pay RIVER AUTHORITY a portion of the PROJECT costs as provided herein.
- (12) CITY shall adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.

(13) CITY will consent to RIVER AUTHORITY's inundation of an area of City property within the Museum Reach of the Project upstream of the proposed lock/dam system at Brooklyn Street to support river barge navigation.

(14) CITY Parks and Recreation Department shall be responsible for maintenance of the fence required as part of the Mitigation Plan for the Museum Reach in accordance with Section IX of this Cooperative Agreement. The CITY through its PROJECT funds will pay for the initial installation of the fencing.

C. COUNTY'S RESPONSIBILITIES:

(1) COUNTY will provide timely direction to RIVER AUTHORITY on decisions requiring action by COUNTY relating to modifications to project budget, project schedule and project designs.

(2) COUNTY identifies the Executive Director of Infrastructure Services, or designee, as project contact for the PROJECT.

(3) COUNTY authorizes the SAROC to provide citizen oversight in an advisory capacity of the Visitor Tax funded improvements made within the PROJECT limits.

(4) COUNTY shall adhere to PROJECT commitments in accordance with the terms and conditions of the 1999 Amendatory Contract between COUNTY and RIVER AUTHORITY (the "1999 Amendatory Contract") including all amendments and subsequent agreements entered into with RIVER AUTHORITY to support the implementation of the PROJECT. In the event of a conflict between the terms of the 1999 Amendatory Contract, as amended, and this Cooperative Agreement, the terms of this Cooperative Agreement shall govern.

- (5) COUNTY shall provide timely review and approval of design and construction documents for the PROJECT, which shall not unreasonably be withheld. COUNTY Director of Infrastructure Services and Community Venue Program Office must review and approve changes in PROJECT scope and/or modifications to design.
- (6) COUNTY shall participate in PROJECT meetings as needed.
- (7) COUNTY will fund a portion of the PROJECT costs in accordance with the terms and conditions of the 1999 Amendatory Contract, as may be modified herein.
- (8) COUNTY will adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.

D. RIVER AUTHORITY'S RESPONSIBILITY:

- (1) RIVER AUTHORITY serves as project manager and administrator of the PROJECT and is responsible and accountable to the PARTIES to ensure quality design, construction and execution of the PROJECT within available funding to support the PROJECT.
- (2) RIVER AUTHORITY shall serve as project administrator for those aspects of the Eagleland segment as described as RIVER AUTHORITY projects in Exhibit "C".
- (3) RIVER AUTHORITY shall submit all design and construction documents to CITY and COUNTY for review and approval prior to implementation, which shall not unreasonably be withheld.

- (4) RIVER AUTHORITY shall present design scope for approval to the San Antonio City Council and the Bexar County Commissioners Court when seeking funding authorization to proceed with design.
- (5) RIVER AUTHORITY shall present final design concepts for approval to the San Antonio City Council and the Bexar County Commissioners Court when seeking funding authorization to proceed to construction.
- (6) On or before July 1st of each year during the term of this Cooperative Agreement, RIVER AUTHORITY shall prepare and submit for approval to COUNTY and CITY a work program for the succeeding fiscal year setting forth the projected annual costs including design, construction, right-of-way acquisition, known environmental remediation, equipping, furnishing, and project management and contract administration of the PROJECT. Once approved by the respective governing bodies, the work program shall act as a capital budget for the Parties for purposes of determining COUNTY's and CITY's annual financial commitment. The work program shall be in sufficient detail with regard to the work to be performed and the services to be provided that COUNTY and CITY can use the work plan during the subject fiscal year as a monitoring tool to determine the status of the PROJECT.
- (7) Upon approval by COUNTY of the annual work plan and cash flow through the annual budget process, the work and associated funding requirement will be considered authorization by RIVER AUTHORITY to proceed with the scheduled activity in accordance with the approval process described in Article V. B. RIVER AUTHORITY will not enter into any contractual commitment for services or construction requiring COUNTY funding without written

commitment from COUNTY that required funding is available to meet the COUNTY's entire funding portion of the contract .

- (8) RIVER AUTHORITY shall manage and deliver the PROJECT within authorized funding levels established in the annual work program and within COUNTY's and CITY's total funding commitment set out in this Cooperative Agreement.
- (9) RIVER AUTHORITY shall ensure that the construction cost of the PROJECT is within budget for the construction phase before proceeding into such phase.
- (10) The design and construction documents will be prepared to allow value engineering of the PROJECT and shall be prepared to allow for additive alternatives based upon funds available from all funding sources for the PROJECT.
- (11) If construction cost estimates and/or construction bids exceed the PROJECT budget, RIVER AUTHORITY shall engage CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, in a value engineering review of the design and construction documents.
- (12) RIVER AUTHORITY shall adhere to CITY's adopted public art review and approval process including, but not limited to, public coordination of artist selection, design review and art placement for the PROJECT.
- (13) RIVER AUTHORITY shall provide not less than monthly status reports on the PROJECT to the Executive Committee throughout the duration of the PROJECT. The format for the monthly status reports shall be mutually agreed to by the PARTIES.

- (14) RIVER AUTHORITY shall allow approved CITY and COUNTY staff, representatives and designated consultants access to the PROJECT during construction to ensure conformance of construction with the approved plans and specifications, permits and easements.
- (15) RIVER AUTHORITY shall provide PROJECT presentations as requested by CITY's Manager and COUNTY's Executive Director of Infrastructure Services. RIVER AUTHORITY's designee shall remain available throughout design and construction of the PROJECT to attend City Council meetings and Commissioners Court meetings as necessary for briefings.
- (16) RIVER AUTHORITY shall acquire all necessary rights-of-way and easements for the PROJECT.
- (17) RIVER AUTHORITY shall be responsible for the installation and operation of the by-pass pump system during the construction of the Museum Reach portion of the PROJECT.
- (18) RIVER AUTHORITY shall serve as local sponsor with the USACE. RIVER AUTHORITY shall coordinate all aspects of the implementation of the PROJECT involving the USACE and consultants under contract with the USACE and in accordance with the terms and conditions of the "Project Cooperation Agreement between the Department of the Army and the San Antonio River Authority for the Construction of the Mission Reach Ecosystem Restoration and Recreation Project" dated August 24, 2006, and all subsequent amendments to said agreement.

- (19) RIVER AUTHORITY shall prepare annually material to seek Congressional support of USACE funding capability necessary to keep the PROJECT on its optimal schedule. RIVER AUTHORITY shall share this material for use by CITY and COUNTY.
- (20) RIVER AUTHORITY shall acquire all required state and federal permits for the PROJECT including permits required by the Texas Department of Licensing and Regulation, the Texas Commission on Environmental Quality, the USACE and those associated with the Texas Accessibility Standards.
- (21) RIVER AUTHORITY shall coordinate appropriate involvement of the San Antonio River Committee of Six, the Executive Committee, SAROC, and other PROJECT stakeholders to facilitate the effective implementation of the PROJECT. RIVER AUTHORITY shall coordinate all meetings of the San Antonio River Committee of Six, the Executive Committee, SAROC, and other meetings as appropriate in a coordinated effort with CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, and COUNTY's Director of Community Venues Program Office, or designee, in advance of the date, time, location and agenda for all meetings.
- (22) RIVER AUTHORITY shall adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.
- (23) RIVER AUTHORITY shall adhere to PROJECT commitments in accordance with the terms and conditions of the 1999 Amendatory Contract including all

amendments and subsequent agreements entered into with the COUNTY to support the implementation of the PROJECT.

V. FUNDING

The PARTIES agree to work together to develop detailed budgets, cash flow projections and financing to support the successful completion of each segment of the PROJECT. The PARTIES recognize that they have previously committed funds under the Agreement that can be used to fund the PROJECT. The PARTIES also agree to collaborate on efforts to secure federal support for the annual appropriations necessary to support the USACE funding requirements on the PROJECT.

A. CITY FUNDING:

- (1) CITY funding on the PROJECT supports the final design and construction of amenities and upgrades, hike and bike trails, recreational features, landscaping, selected environmental restoration, river barge navigation elements of a lock and dam system at Brooklyn Street and other improvements which support river barge navigation and river maintenance.
- (2) CITY funding shall also support the oversight regarding adherence to the Art Master Plan and CITY's public art approval process.
- (3) \$76,759,438 is the total CITY budget commitment to the PROJECT as set forth in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "D". CITY funding commitments by PROJECT reach are set forth in the PROJECT Funds Committed by Reach attached at Exhibit "E".
- (4) Construction funding in the estimated amount of \$1,000,000 is required for RIVER AUTHORITY to spend from the PROJECT budget allocated for the

construction phase to fund costs associated with the installation and operation of the by-pass pump system to support construction in the Museum Reach.

- (5) CITY shall appropriate funds annually in amounts sufficient to meet the CITY's payment requirement in accordance with Section VI of this Cooperative Agreement.
- (6) RIVER AUTHORITY and CITY reserve the right to modify the allocation of funding set out in this section and in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit D" and the PROJECT Funds Committed by Reach attached at Exhibit "E" to respond to changes in the PROJECT scope and funding available to support the PROJECT.
- (7) CITY is entitled to review and approve of all expenditures for contingencies, changes in design and additional costs associated with changes in design or changed conditions encountered during construction of the PROJECT, which shall not unreasonably be withheld.

B. COUNTY FUNDING:

- (1) In accordance with the terms of the 1999 Amendatory Contract including all amendments and subsequent agreements, COUNTY funding for the PROJECT will support the final design and construction of flood control, environmental restoration and channel stabilization components of the PROJECT.
- (2) COUNTY Visitor Tax funding will support defined betterments and enhancements and fund potential shortfalls in the federal funding requirement to support the completion of the Mission Reach on an optimal schedule. The approved allocation of the Visitor Tax funding for the PROJECT is described in

Exhibit “B”. Exhibit “B” also includes a breakdown of COUNTY’s Visitor Tax funding of the Mission Reach phase of the PROJECT to cover potential shortfalls in the federal funding commitment for the PROJECT, if necessary, up to a maximum amount of \$70,000,000.00.

- (3) COUNTY and RIVER AUTHORITY may amend the existing 1999 Amendatory Contract or enter into a subsequent agreement prior to RIVER AUTHORITY’s award of a construction contract to establish the funding and payment terms for the PROJECT. COUNTY may issue debt or otherwise finance COUNTY’s portion of the remaining design and construction phases of the PROJECT.
- (4) \$114,628,299 is the total COUNTY PROJECT budget as set forth in PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit “D”. COUNTY funding commitments by PROJECT reach are set forth in the PROJECT Funds Committed by Reach attached at Exhibit “E”.
- (5) Construction funding in the estimated amount of \$500,000 is authorized for RIVER AUTHORITY to spend from the PROJECT budget allocated for the construction phase to fund costs associated with the installation and operation of the by-pass pump system to support construction in the Museum Reach.
- (6) COUNTY’s written approval of the final design documents for each construction phase of the PROJECT is required prior to commencement of construction of each phase of the PROJECT by RIVER AUTHORITY. COUNTY’s review and subsequent written approval or disapproval of the final design documents for each construction phase of the PROJECT shall occur within thirty (30) days of receipt of the final design documents by COUNTY’s Executive Director of Infrastructure Services. COUNTY’s written approval of the final design

documents for each construction phase of the PROJECT is authorization for COUNTY funding of that construction phase and COUNTY's commitment for funding of that construction phase.

- (7) COUNTY's written approval of the annual work plan is COUNTY's authorization for funding of the design and professional services for each phase of the PROJECT in the annual work plan and COUNTY's commitment to fund the design and professional services for each phase of the PROJECT in the annual work plan.
- (8) RIVER AUTHORITY shall seek future authorization to support the construction of the PROJECT in accordance with the terms and conditions of the 1999 Amendatory Contract including all amendments and subsequent PROJECT related agreements.
- (9) RIVER AUTHORITY and COUNTY reserve the right to mutually approve modifications to the allocation of funding set out in this section and in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "D" and the PROJECT Funds Committed by Reach attached at Exhibit "E" to respond to changes in the PROJECT scope and funding available to support the PROJECT.
- (10) COUNTY shall review and approve all expenditures for: (i) contingencies; (ii) changes in design which result in additional costs to the total cost of a particular reach; and (iii) changed conditions encountered during construction of the PROJECT which result in additional costs to the PROJECT and/or a change in scope for the PROJECT, which approval shall not unreasonably be withheld.

(11) To the extent any portion of COUNTY funding is applied to fund USACE funding requirements on the PROJECT and RIVER AUTHORITY receives cash reimbursement from the USACE for such expenditure, RIVER AUTHORITY shall disburse all such funds reimbursed on a dollar-for-dollar basis, when received, to COUNTY for use by COUNTY, and shall continue to disburse such funds received from USACE after the completion of the PROJECT to COUNTY in a manner to be determined by COUNTY. The PARTIES agree to use their best efforts to obtain funding for the PROJECT from the USACE in a minimum amount of \$70,000,000.00, to include reimbursement of any advance funding by the PARTIES without jeopardizing any future federal funding. RIVER AUTHORITY will notify the PARTIES if, and when, RIVER AUTHORITY becomes aware that the USACE funding is available and the anticipated time frame for receipt by RIVER AUTHORITY of the USACE's reimbursement payments. RIVER AUTHORITY and USACE have entered into an agreement that authorizes the advance funding of the local interest portion of the PROJECT and authorizes USACE to credit or reimburse the remaining local interest portion of the PROJECT dependent upon federal appropriations. RIVER AUTHORITY is seeking federal legislation that would authorize this same arrangement for advance funding of the federal interest portion of the PROJECT. If such federal legislation is enacted, RIVER AUTHORITY anticipates that an agreement with USACE would be reached to authorize the USACE to credit or reimburse the advanced federal portion of the PROJECT.

(12) Prior to the disbursement of any Visitor Tax funds for construction of any portion of the PROJECT, the PARTIES shall agree to a five-year maintenance plan that

demonstrates that the portion of the PROJECT to be constructed with Visitor Tax funds can be maintained.

(13) COUNTY will obtain the portion of COUNTY's funding identified as flood control funding through flood control taxes levied annually by COUNTY to pay debt service on bonds issued by COUNTY for design and construction of the flood control, environmental restoration, and channel stabilization components of the PROJECT ("Flood Control Tax"). COUNTY will obtain the portion of COUNTY's funding contribution identified as Visitor Tax funds from a combination of net proceeds of tax-exempt bonds and taxable bonds plus any earnings thereon or from a short-term vehicle rental tax and hotel occupancy tax to support defined betterments and enhancements and to fund potential shortfalls in the federal funding to support the completion of the Mission Reach. The bonds issued by COUNTY and retired through Flood Control Taxes and Visitor Tax funds shall be collectively referred to as "COUNTY BONDS".

(14) COUNTY BONDS shall have terms and provisions as determined by COUNTY in its sole discretion. COUNTY BONDS will be in such amounts and be repaid as determined by COUNTY in its sole discretion. The issuance of COUNTY BONDS will be dependent upon: (i) no material adverse change in COUNTY's bonding capacity; (ii) COUNTY's ability to sell the COUNTY BONDS funded by the Flood Control Tax and the Visitors' Tax upon terms reasonably acceptable to COUNTY; and (iii) no material increase from the date of this Cooperative Agreement in interest rates for tax-exempt or taxable bonds prior to issuance of the COUNTY BONDS.

(15) If the Flood Control Tax funds and the Visitor Tax funds are not adequate to fully fund the COUNTY's funding requirements as set out in Exhibit "B", any residual amounts owed will carry over to succeeding months (but will not accrue interest prior to the issuance of a new series of Bonds), the prorated amount to include current and residual amounts due.

(16) COUNTY's financial commitment of its portion of the RIVER AUTHORITY's project management and construction administration costs (direct costs and indirect costs) on the PROJECT utilizing Visitor Tax funds shall not exceed a maximum amount of \$1,321,586.00, based upon the current schedule and scope of work. Any portion of COUNTY's Visitor Tax funds utilized to pay shortfalls in the federal funding requirement to support the completion of the Mission Reach shall not include RIVER AUTHORITY's project management costs or contract administration costs, based upon the current schedule and scope of work. RIVER AUTHORITY shall break down its project management and construction administration costs by direct costs and indirect costs in its annual work program.

(17) COUNTY's financial commitment of its portion of RIVER AUTHORITY's project management and construction administration costs (direct costs and indirect costs) on the PROJECT utilizing Flood Control Tax funds shall not exceed a maximum amount of \$5,459,070, based upon the current schedule and scope of work. RIVER AUTHORITY shall break down its project management and construction administration costs by direct costs and indirect costs in its annual work program.

C. RIVER AUTHORITY FUNDING:

- (1) RIVER AUTHORITY agrees to fund operations and maintenance activity on completed sections of the PROJECT at an initial annual funding capability of \$1,500,000 which coincides with CITY's commitment to finance the construction of the Museum Reach.
- (2) RIVER AUTHORITY funding commitment for operations and maintenance of completed segments of the PROJECT includes all components of the PROJECT funded by CITY, COUNTY and USACE and is limited by RIVER AUTHORITY's current statutory limits on its taxing authority and existing commitments of resources to other mission specific roles and responsibilities and described in the Operations and Maintenance Agreement for the Museum Reach Urban Segment, Eagleland Segment and the Mission Reach Segment of the San Antonio River Improvements Project between CITY and RIVER AUTHORITY.
- (3) RIVER AUTHORITY will inform CITY and COUNTY when its current taxing capability becomes insufficient to meet the operations and maintenance requirements on the completed segments of the PROJECT and at such time will work with CITY and COUNTY to determine alternate funding approaches.

VI. PAYMENT

A. PAYMENT FROM CITY:

Thirty days before each quarter, beginning with the quarter that starts July 1, 2006, RIVER AUTHORITY will prepare and submit to CITY quarterly estimates of PROJECT costs in monthly amounts based on PROJECT schedule and budget estimates. CITY will make quarterly payments to RIVER AUTHORITY in advance of each quarter in the amount of the quarterly estimates prepared by RIVER AUTHORITY. RIVER AUTHORITY will prepare and submit monthly invoices of actual direct and indirect

costs incurred in designing, constructing (including the by-pass pump system in the Museum Reach) and managing the PROJECT in a form and detail mutually acceptable to CITY and RIVER AUTHORITY. Subsequent quarterly advance payments will be adjusted to reflect differences in monthly estimates included in the quarterly estimates and the actual monthly costs. This quarterly advance payment provision does not abrogate CITY's authority to approve the actual monthly invoices.

B. PAYMENT FROM COUNTY:

Thirty days before each quarter, beginning with the quarter that starts January 1, 2007, RIVER AUTHORITY will prepare and submit to COUNTY quarterly estimates of PROJECT costs in monthly amounts based on PROJECT schedule and budget estimates. COUNTY will make quarterly payments to RIVER AUTHORITY in advance of each quarter in the amount of the quarterly estimates prepared by RIVER AUTHORITY. RIVER AUTHORITY will prepare and submit monthly invoices of direct and indirect costs incurred in designing, constructing (including the by-pass pump system in the Museum Reach) and managing the PROJECT in a form and detail mutually acceptable to COUNTY and RIVER AUTHORITY. The monthly invoice forms will reflect the costs to be paid with the Flood Control Tax funds and the costs to be paid with the Visitor Tax funds. The monthly invoice shall further break out the project management costs and the contract administration actual costs (direct and indirect) to be paid from the Flood Control Tax and the Visitor Tax.

Indirect costs are based on cost allocations to recoup General Government costs that benefit non-RIVER AUTHORITY agencies and are based on the previous year's actual financial information. The Finance Department of the RIVER AUTHORITY processes a journal entry biweekly to charge non-RIVER AUTHORITY agencies for

their share of General Government costs. The allocation bases for distributing expenditures to these agencies are determined by the Finance Department of the RIVER AUTHORITY. General Government includes: Building Depreciation, Board of Directors, Executive Offices, Internal Resources, Support Services and Intergovernmental and Community Relations. Results of the allocation process will be available for review annually. Subsequent quarterly advance payments will be adjusted to reflect differences in monthly estimates included in the quarterly estimates and the actual monthly costs. This quarterly advance payment provision does not abrogate COUNTY's authority to approve the actual monthly invoices.

VII. ENVIRONMENTAL MATTERS

CITY, COUNTY and RIVER AUTHORITY acknowledge that unforeseen hazardous substances or hazardous waste, as such terms are defined by 42 U.S.C. 9601 and Texas Health & Safety Code Sections 361.131 and 501.002, may be encountered during the construction phases of the PROJECT. In that event, CITY will engage its standing environmental consultant to document and dispose of any such hazardous substances or hazardous waste. CITY will allow RIVER AUTHORITY and COUNTY to review and comment on any required environmental remediation. If the cost of remediation causes the cost of the PROJECT to exceed the PROJECT budget, RIVER AUTHORITY shall engage CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, in a value engineering review of the design and construction documents. Should value engineering fail to bring the cost of remediation within the PROJECT budget, the PARTIES may agree to reduce the PROJECT scope, delay the PROJECT or share the additional cost. CITY and COUNTY

shall agree upon the cost of remediation prior to the commencement of work or the issuance of a notice to proceed to a contractor.

If CITY's remediation contractor is used, COUNTY will transfer its share of COUNTY cost to CITY. If a private remediation contractor is used, COUNTY will provide a credit to CITY. The PARTIES reserve all rights to seek all available relief from any potentially responsible party or parties concerning the cost of remediation or any other cost incurred by the PARTIES resulting from encountering hazardous substances or hazardous waste during the construction phases of the PROJECT.

VIII. USE OF LAND

The PARTIES agree that the PARTIES will use land owned, purchased or acquired within the scope of the PROJECT for the purposes of the PROJECT. The PARTIES agree to cooperate with each other in using land owned, purchased or acquired within the scope of the PROJECT for purposes compatible with the PROJECT. The PARTIES agree that land owned, purchased or acquired within the scope of the PROJECT is subject to CITY ordinances and regulation, including the River Improvement Overlay.

CITY will execute, acknowledge and deliver to RIVER AUTHORITY a deed of conveyance by which CITY shall convey a determinable estate in property under and along the San Antonio River, (the "River Tract"), that will be included in the PROJECT and funded by the Visitor Tax to RIVER AUTHORITY subject to the following conditional limitations, such that title to the River Tract will immediately revert to and vest in CITY upon any of the following: (a) RIVER AUTHORITY has abandoned its efforts to construct the PROJECT; or (b) COUNTY has otherwise failed or refused to perform its funding obligations under this Cooperative Agreement.

RIVER AUTHORITY agrees to operate and maintain the portion of the River Tract that was a CITY or COUNTY park as RIVER AUTHORITY park that will be available to the public. RIVER AUTHORITY agrees that COUNTY funding from the Visitor Tax will not fund any portion of the PROJECT that continues to be part of a CITY park.

IX. MITIGATION LANDS

CITY agrees to utilize its Medina River Natural Area Project as mitigation for any required U. S. Army Corps of Engineers permit necessary for the development of the Lexington Street to Josephine Street section of the PROJECT.

COUNTY agrees to utilize its Mid Bietel Creek Channel Restoration Project as mitigation for any required U. S. Army Corps of Engineers permit necessary for the development of the Lexington Street to Josephine Street section of the PROJECT.

X. AUDIT

Each PARTY reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this Cooperative Agreement at any and all times deemed necessary by that PARTY. Each PARTY's staff, a Certified Public Accounting firm, or other auditors as designated by that PARTY, may perform such audit(s). Each PARTY reserves the right to determine the scope of every audit. Each PARTY agrees to make available to the other PARTIES all books, records, documents and reports with respect to matters covered by this Cooperative Agreement.

XI. CONTRACTING

For portions of the PROJECT undertaken by RIVER AUTHORITY, it shall comply with COUNTY's Administrative Policy No. 8, Small, Minority and Women-

Owned Business Enterprise (SWMBE) Program for the Procurement of all County Offices, Departments, Funded Entities and Facilities in the areas of Commodities, Equipment, Professional Services, Maintenance and Construction, adopted by Bexar County August 24, 2004, in the award of contracts, subcontracts and other opportunities in the design, construction and operation of the PROJECT. RIVER AUTHORITY will require its contractor's to include CITY and COUNTY as a named insured on all the contractor's insurance policies.

RIVER AUTHORITY will work with project management and contracting personnel with USACE to encourage, promote and pursue the participation by local, and small, minority and women-owned professional service providers and contractors in PROJECT related work to be contracted directly by USACE.

XI. APPLICABLE LAWS

All of the work performed under this Cooperative Agreement by the PARTIES and their contractors shall comply with all applicable laws, rules, regulations and codes of the United States and State of Texas and with the charter, ordinances, bond ordinances and rules and regulations of CITY, COUNTY and RIVER AUTHORITY.

XII. DEFAULT/TERMINATION

As used in this Article, "default" shall mean the failure of CITY, COUNTY or RIVER AUTHORITY to perform any obligation in the time and manner required by this Cooperative Agreement, except where such failure to perform is the result of Force Majeure as defined in this Article.

Upon failure of a PARTY to perform any obligation required hereunder, any PARTY not in default may give written notice of such default to the PARTY in default. The PARTY in default shall have thirty (30) days within which to cure such default, and if cured within such time, the default specified in such notice shall cease to exist.

Should any PARTY fail to cure an alleged default, any PARTY not in default shall thereupon have the right to terminate this Cooperative Agreement by sending written notice to the other PARTIES of such termination and specifying the effective date thereof, which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent. Upon termination of this Cooperative Agreement, each PARTY shall be entitled to receive just and equitable compensation for any work satisfactorily performed prior to such termination.

No PARTY shall be liable to either of the other PARTIES for the failure to perform its obligations under this Cooperative Agreement when such failure is attributable solely to Force Majeure. Force Majeure shall mean any cause beyond the reasonable control of any PARTY, including, without limitation, failure, or imminent threat of failure, of facilities or equipment, flood, freeze, earthquake, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbances or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or non-action by, or failure or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence it could not overcome; provided that none of the circumstances listed above shall be considered to be an event of Force Majeure to the extent such circumstance: (i) is due to the act, neglect, omission, breach of contract or of statutory duty, negligence or

misconduct of the PARTY claiming Force Majeure, its representatives, agents, contractors or subcontractors or (ii) could have been prevented, overcome or remedied if the PARTY claiming Force Majeure had exercised reasonable diligence. Nothing contained herein shall be construed so as to require the PARTIES to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take any appeal from any administrative or judicial action.

XIII. PROJECT PARTNER RECOGNITION

_____The COUNTY will provide a plaque to RIVER AUTHORITY recognizing the support of the members of the Bexar County Commissioners Court for the PROJECT and naming the Bexar County Commissioners Court when the PROJECT commenced. COUNTY shall provide a list of locations at sites along the PROJECT which would be suitable to place the plaque and RIVER AUTHORITY shall select the location for the plaque from the COUNTY's list.

RIVER AUTHORITY will present for approval to the CITY and COUNTY a design for a plaque recognizing the project partners to be placed in each reach of the PROJECT.

XIV. ADVERSARIAL PROCEEDINGS

The PARTIES agree that under no circumstances will the funds received under this Cooperative Agreement be used, either directly or indirectly, to pay costs or attorney's fees incurred in any adversarial proceeding against any PARTY or any other public entity.

XV. ASSIGNMENT

No PARTY may assign or transfer its interest in this Cooperative Agreement or any portion thereof without the written consent of the governing bodies of each of the PARTIES. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XVI. NOTICE

For purposes of this Cooperative Agreement, all notices among the PARTIES shall be deemed sufficient if in writing and mailed certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

CITY:

City Manager
City of San Antonio
P. O. Box 839966
San Antonio, Texas 78283-3966

RIVER AUTHORITY:

General Manager
San Antonio River Authority
P. O. Box 839980
San Antonio, Texas 78283-9980

COUNTY:

Executive Director
Bexar County Infrastructure Services Dept.
233 N. Pecos, Suite 420
San Antonio, Texas 78207

Director, Bexar County Community Venues Program
Bexar County Courthouse
100 Dolorosa, Suite 1.20
San Antonio, Texas 78205

Notices of changes of address must be made in writing delivered to the last known address of each other PARTY within five (5) business days of the change.

XVII. GOVERNING LAW AND VENUE

The PARTIES agree that this Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding

brought to enforce the terms of this Cooperative Agreement or adjudicate any dispute arising out of this Cooperative Agreement shall be brought in a court of competent jurisdiction in Bexar County, Texas.

XVIII. GENDER AND TENSE

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

XIX. AUTHORITY

The signers of this Cooperative Agreement represent that they have full authority to execute this Cooperative Agreement on behalf of CITY, COUNTY and RIVER AUTHORITY, respectively, and that the respective governing bodies of CITY, COUNTY and RIVER AUTHORITY, have authorized the execution of this Cooperative Agreement.

XX. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that each PARTY is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that each of the other PARTIES shall be in no way responsible therefore, and that no PARTY hereto has authority to bind the any other PARTY nor to hold out to third parties that it has the authority to bind the any other PARTY. Nothing herein contained shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, or partnership or impose a partnership duty, obligation or liability among the PARTIES. No third party beneficiaries are created by this Cooperative Agreement. This Cooperative Agreement is not intended to and shall

not create any rights in or confer any benefits upon any other person other than the PARTIES.

XXI. SEVERABILITY




If any clause or provision of this Cooperative Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the CITY Charter, CITY Code, or ordinances of CITY, then and in that event it is the intention of the PARTIES that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Cooperative Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the PARTIES hereto that in lieu of each clause or provision of this Cooperative Agreement that is invalid, illegal or unenforceable, there by added as a part of this Cooperative Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, to be legal, valid and enforceable.

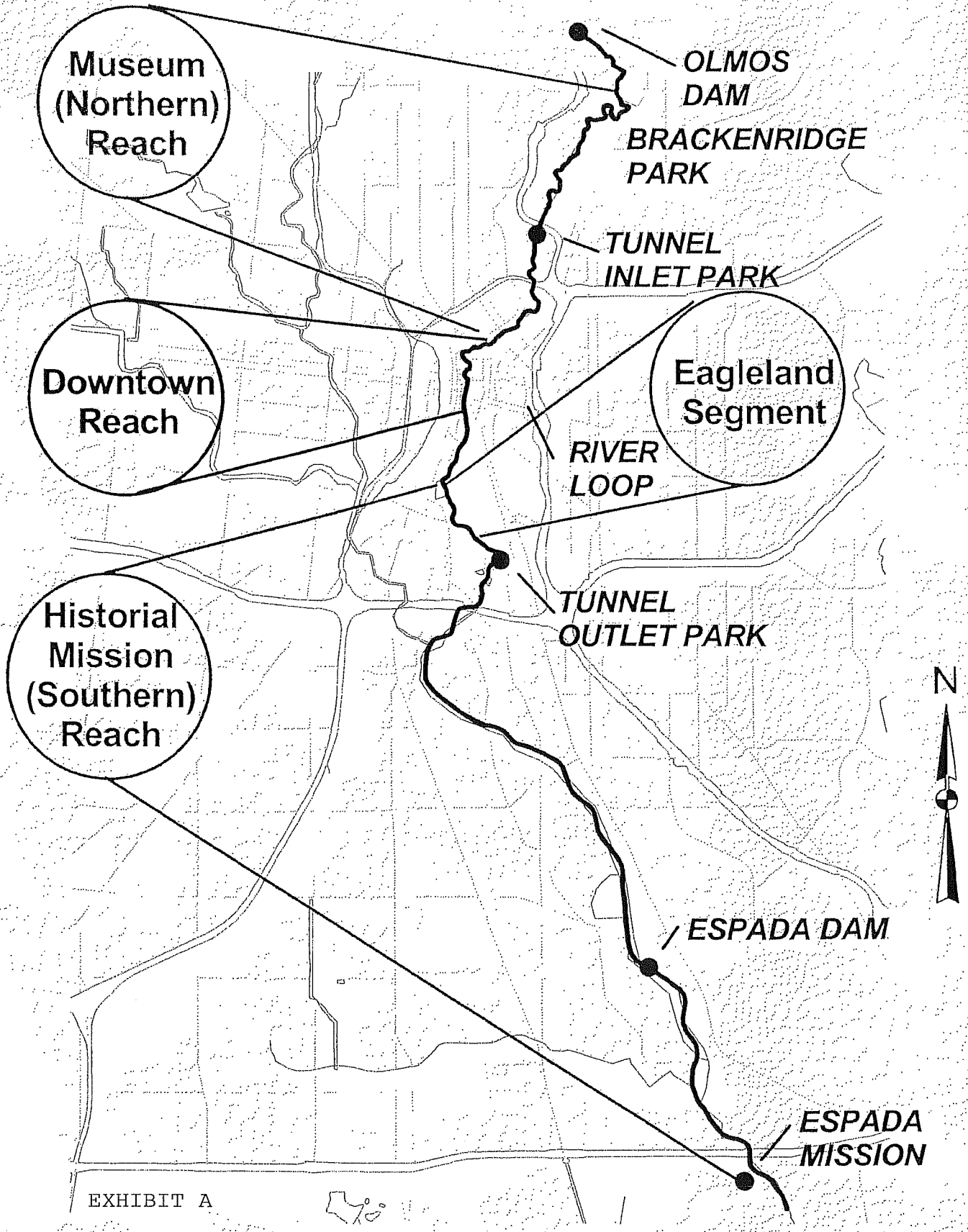
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ___ day of _____, 2009.

<p>CITY</p> <p>CITY OF SAN ANTONIO a Texas Municipal Corporation</p> <hr/> <p>SHERYL L. SCULLEY City Manager</p> <p>ATTEST:</p>	<p>COUNTY</p> <p>COUNTY OF BEXAR a Political Subdivision of the State of Texas</p> <hr/> <p>NELSON W. WOLFF County Judge</p> <p>ATTEST:</p>	<p>RIVER AUTHORITY</p> <p>SAN ANTONIO RIVER AUTHORITY</p> <hr/> <p>THOMAS G. WEAVER Chairman</p> <p>ATTEST:</p>
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<hr/> <p>LETICIA VACEK City Clerk</p> <p>APPROVED AS TO LEGAL FORM:</p>	<hr/> <p>GERARD RICKHOFF County Clerk</p> <p>APPROVED AS TO LEGAL FORM:</p>	<hr/> <p>SALLY BUCHANAN Secretary</p> <p>APPROVED AS TO LEGAL FORM:</p>
<hr/> <p>MICHAEL BERNARD City Attorney</p>	<p>SUSAN D. REED Criminal District Attorney Bexar County, Texas</p> <hr/> <p>GERARD A. CALDERON Assistant Criminal District Attorney Venue Counsel</p> <p>APPROVED AS TO FINANCIAL CONTENT:</p> <hr/> <p>TOMMY J. TOMPKINS County Auditor</p> <hr/> <p>DAVID SMITH Executive Director/Budget Officer Planning & Resource Management Department</p>	<hr/> <p>DAVID W. ROSS General Counsel</p>

SAN ANTONIO RIVER IMPROVEMENT PROJECTS

-  MUSEUM (NORTHERN) REACH - HILDEBRAND AVE. TO LEXINGTON AVE.
-  DOWNTOWN REACH - LEXINGTON AVE. TO NUEVA ST.
-  HISTORIAL MISSION (SOUTHERN) REACH - ALAMO ST. TO ESPADA MISSION



Project Description

San Antonio River Improvements Project

January 2009

The San Antonio River Improvements Project reflects a comprehensive community vision to improve 13 miles of the San Antonio River from Hildebrand Avenue downstream to Mission Espada through enhancements to the river's ecosystem, flood protection, recreational amenities and aesthetics. Below is a general description of each reach of the project and the planned improvements to be funded by Bexar County, the City of San Antonio and the U.S. Army Corps of Engineers.

Museum Reach

Park Segment: Hildebrand Avenue downstream to the Josephine Street
Cost Estimate: \$17,077,000 (as of 12/08—funding of \$12,572,000 is currently committed)

The Park Segment is approximately 2 miles in length. Improvements are made possible through a combination of funding sources including Bexar County visitor tax funding and flood tax funding and City of San Antonio funding. Project improvements include a hike and bike trail path under US 281, along Brackenridge Park then link to the park's existing trail system. The hike and bike path could include bridges across the river and Catalpa Creek, street crossings, way-finding signage, fencing and landscaping. In addition, the project proposes environmental restoration along the San Antonio River and the Catalpa Creek as well as along the Catalpa-Pershing Channel. The exploration and possible establishment of a bird sanctuary along Ave A is also programmed within the project scope. The project concept also includes the creation of a wetland near the Witte Museum and restoration of a section of the historic Acequia Madre, which originally provided water to the Alamo.

Urban Segment: Josephine Street downstream to Lexington Avenue
Cost Estimate: \$72,189,545 (as of 12/08)

The Urban Segment is approximately 1.5 miles in length. Improvements are made possible through a combination of funding sources including Bexar County flood control tax, City of San Antonio funding, San Antonio River Authority funding (for operations and maintenance), San Antonio Water System funding and private funds through the San Antonio River Foundation. The project began construction in May 2007. The project extends the distinctive San Antonio River Walk experience to an undeveloped section of the river north of downtown and will include a lock and dam system, scenic overlooks, boat landings, walkways, landscaping, lighting, water features and pocket parks. Private funding is adding art enhancements along the walkways, at overlooks and on and under bridges. Project scheduled for completion in May 2009.

Downtown Reach

Project Limits: Lexington Street downstream to Houston Street
Completed Cost: \$13,587,893 (completed 10/02)

The reach is approximately one mile in length. Funding was provided by Bexar County flood control tax and the City of San Antonio. Improvements renovated and repaired 60-year-old walkways, the river channel, and flood retaining walls, and it enhanced the appearance of the River Walk from Houston Street to Lexington Avenue. The project also added access ramps for the mobility impaired along with more walkways, increased lighting, more visible and aesthetic signage, enhanced landscaping, and artwork.

Eagleland Reach

Project Limits: Guenther Street downstream to Lone Star Boulevard
Cost Estimate: \$13,285,544 (as of 12/08)

The reach is approximately one mile in length. Funding is provided through a combination of sources including Bexar County visitor tax and flood control tax, the City of San Antonio, the U.S. Army Corps of Engineers, the Federal Highway Administration/Texas Department of Transportation and the San Antonio River Foundation/King William Neighborhood Association. Improvements to the reach will be accomplished through a series of 11 individually authorized projects which together result in the ecosystem restoration of the river, addition of hike and bike trails and associated recreational amenities, and improve the erosion control. The visitor tax funded betterments and enhancements will add access and amenities to the Alamo Street Bridge area, add a picnic area near the Big Tex site, add landscaping and lighting, enhance the crib structure, and add art enhancements to the bridges. Construction on aspects of the project began in 2004 and will continue through 2010; based upon the funding schedule for the various funding sources (refer to Exhibit C).

Historic Mission Reach

Project Limits: Lone Star Boulevard downstream to near Mission Espada
Cost Estimate: \$166,393,201 (as of 12/08)

The reach is approximately 8 miles in length and is design in four phases. Funding is provided through a combination of sources including Bexar County visitor tax and flood control tax, the City of San Antonio, San Antonio Water System, the U.S. Army Corps of Engineers and private funding through the San Antonio River Foundation.

Phase I: Phase I is 1.25 miles length extending from Lone Star Boulevard downstream to the confluence of the San Antonio River with San Pedro Creek. Planned improvements include restoration of approximately 34 acres of riparian habitat, addition of 3,034 native trees, addition of 0.7 acres of embayment habitat, addition of eight weir structures and two riffle structures, hike and bike trails along the length of the project, addition of two pedestrian footbridges and associated recreational features (picnic tables, benches, overlooks, drinking fountains). Construction will result in the excavation of more than 366,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include the design and construction of enhanced weir and riffle structures, additional and enhanced trails, water edge landings, adding the potential for addition of lighting,

enhancements to footbridges, under bridge enhancements, signage, a portal for Mission Concepcion (which may be moved to Phase II), recreational enhancements, implementation of the art masterplan, and additional landscaping. Construction began in June 2008 and is scheduled for completion in December 2009.

Phase II: Phase II is three miles in length extending from the confluence with San Pedro Creek to San Juan Diversion. Planned improvements include the restoration of 120 acres of native riparian habitat, addition of 6,630 native trees, addition of six acres of embayment habitat, addition of approximately 13 riffle structures, addition of hike and bike trails and associated recreational amenities, and instream foot bridges. Construction will result in the excavation of 1,600,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include the design and construction of enhanced riffle structures, additional and enhanced trails and trail heads, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, the addition of a portal for Mission San Jose, overlooks, recreational enhancements, implementation of the art masterplan, and additional landscaping.

Phase III: Phase III is one mile in length extending from the San Juan Diversion to Espada Dam. Planned improvements include the restoration of approximately 40 acres of native riparian habitat, the addition of approximately 3,122 native trees, addition of a hike and bike trail along the project length, addition of instream pedestrian footbridge, and associated recreational amenities. Construction will result in the excavation of 424,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include improvements to the outfall at Asylum Creek, additional and enhanced trails and trail heads, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, the addition of an overlook at Espada Park, recreational enhancements, implementation of the art masterplan, and additional landscaping.

Phase IV: Phase IV is 2.75 miles in length extending from Espada Dam to Mission Espada. Planned improvements include restoration of approximately 140 acres native and riparian habitat, the addition of 9,255 native trees, addition of approximately seven riffle structures, addition of hike and bike trail along the project length, addition of instream pedestrian bridges and recreational amenities. Construction will result in the excavation of 1,100,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include the design and construction of enhanced riffle structures, additional and enhanced trails and trail heads, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, the addition of a portal for Mission San Juan and Mission Espada, overlooks at bottomland hardwood forest area, recreational enhancements, implementation of the art masterplan, additional landscaping and funding to assist the National Park Service in the implementation of a demonstration farm near Mission San Juan.

San Antonio River Improvements Project
Cost Estimate as of January 1, 2009
Bexar County Visitor Tax Funds Committed by Reach

	Funding as Amended		Visitor Tax		Total
	April 2007	Additions	Transfers *	Federal **	Visitor Tax
Guenther to Lone Star (Eagleland)					
Design	\$ -	\$ 272,530	\$ -	\$ -	\$ 272,530
Construction	-	2,195,150	-	-	2,195,150
Real Estate	-	100,000	-	-	100,000
SARA PM	-	78,810	-	-	78,810
SARA CA	-	78,810	-	-	78,810
Total Eagleland Reach	-	2,725,300	-	-	2,725,300
Historic Mission Reach					
Phase 1					
Design	-	1,222,392	-	-	1,222,392
Construction	-	9,953,806	5,437,134	9,695,667	15,390,940
USACE S&A	-	-	242,644	1,739,234	1,981,878
Real Estate	-	518,411	-	-	518,411
SARA PM	-	89,045	-	-	89,045
SARA CA	-	89,045	57,713	-	146,758
Total Phase 1	-	11,872,699	5,737,491	11,434,901	19,349,424
Phase 2					
Design	-	1,285,084	107,011	-	1,392,095
Construction	-	9,495,953	1,448,805	34,979,000	45,923,758
Contingency	-	-	212,854	3,316,743	3,529,597
USACE S&A	-	-	-	910,000	910,000
Real Estate	-	1,067,823	382,975	-	1,450,798
SARA PM	-	90,220	24,663	-	114,883
SARA CA	-	90,220	139,203	-	229,423
Total Phase 2	-	12,029,300	2,315,511	39,205,743	53,550,554
Phase 3					
Design	-	282,370	66,775	-	349,145
Construction	-	2,323,937	482,935	7,798,898	10,605,770
Contingency	-	-	69,258	898,980	968,238
USACE S&A	-	-	-	195,000	195,000
Real Estate	-	175,038	178,336	-	353,374
SARA PM	-	21,178	16,966	-	38,144
SARA CA	-	21,178	47,649	-	68,827
Total Phase 3	-	2,823,701	861,919	8,892,878	12,578,498
Phase 4					
Design	-	1,300,500	115,743	-	1,416,243
Construction	-	11,384,424	1,369,526	6,869,955	19,623,905
Contingency	-	-	118,951	2,686,523	2,805,474
USACE S&A	-	-	-	910,000	910,000
Real Estate	-	125,000	228,594	-	353,594

San Antonio River Improvements Project
Cost Estimate as of January 1, 2009
Bexar County Visitor Tax Funds Committed by Reach

	Funding as Amended		Visitor Tax		Total
	April 2007	Additions	Transfers *	Federal **	Visitor Tax
SARA PM	-	97,538	32,423	-	129,961
SARA CA	-	97,538	170,277	-	267,815
Total Phase 4	-	13,005,000	2,035,514	10,466,478	25,506,992
Total Mission Reach	-	39,730,700	10,950,435	70,000,000	50,681,135
Park Reach (see break out below)					
Construction	-	1,514,455	-	-	1,514,455
SARA CA	-	79,110	-	-	79,110
Total Park Reach	-	1,593,565	-	-	1,593,565
Combined Total					
Design	-	4,362,876	289,529	-	4,652,405
Construction	-	36,867,725	8,738,400	59,343,520	104,949,645
Contingency	-	-	401,063	6,902,246	7,303,309
USACE S&A	-	-	242,644	3,754,234	3,996,878
Real Estate	-	1,986,272	789,905	-	2,776,177
SARA PM	-	376,791	74,052	-	450,843
SARA CA	-	455,901	414,842	-	870,743
Total Bexar County	\$ -	\$ 44,049,565	\$ 10,950,435	\$ 70,000,000	\$ 125,000,000

* Transfers - Transferred visitor tax funds to the Park Segment in lieu of City funding Mission Reach

** Federal - Contingent funding to potentially advance federal share of the Mission Reach to keep project on optimum schedule

Park Segment Detail		Expenditure breakout by phase	
Mission Reach			
Bexar County	\$ 10,950,435	Design	\$ 1,935,269
*City of San Antonio	(10,950,435)	Construction	9,744,695
Total Mission Reach	\$ -	Real Estate	100,000
Park Segment		SARA PM	396,018
Bexar County	\$ 1,593,565	SARA CA	396,018
City of San Antonio	28,000		\$ 12,572,000
*City of San Antonio	10,950,435		
Total Park Segment	\$ 12,572,000		
<p>May 2008: Agreement for City of San Antonio to transfer remaining balance of Mission Reach funding commitment to fund Museum Reach Park Segment improvements in exchange for equal commitment of Bexar County Visitor Tax funding allocation to the Mission Reach</p>			

EAGLELAND SUMMARY

December 1, 2008

1.	<p>Bexar County REGRAIDING OF INUNDATION AREAS FOR FLOODPLAIN DEVELOPMENT PERMIT APPROVAL.</p> <p>\$32K = Bexar County (Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Properties along river were graded to be removed from 100 year floodplain as per COSA UDC requirements.
2.	<p>Corps of Engineers/Bexar County CHANNEL RESTORATION – PHASE I, PILOT CHANNEL</p> <p>\$0.454M Design & Admin <u>\$1.738M</u> Construction \$2.192 M = 1.64M COE (Authorized) 0.55M Bexar County (Authorized)</p>	<p>ADMINISTRATOR: Corp of Engineers/San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Construction completed on March 30, 2005 • Construction duration 15 months, 01-16-04 thru 03-30-05 • Change orders added/extended bank protection at bend and added drop structure and pipe system as two large storm drain outfalls. • Warranty period extended to April 1, 2005.
3.	<p>Corps of Engineers/Bexar County CHANNEL RESTORATION – PHASE II, RIPARIAN REVEGATION</p> <p>\$885K COE (Authorized) \$375K Bexar County (Authorized)</p> <p>PHASE III, AQUATIC REVEGETATION \$56K COE (Authorized) <u>\$19K</u> Bexar County (Authorized) \$75K</p>	<p>ADMINISTRATOR: Corp of Engineers/San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Contractor made initial kill of invasive grasses in May 2005. • Initial pilot scale planting of aquatic plants began in June 2005 and was completed in December 2005. • Seeding and sprigging of native grasses occurred in March 2006. • Temporary Irrigation system added in June 2006. • Wildflower seeding and reseeding of native grasses occurred in September 2006. • Areas impacted by City Hike and Bike project (see #4) near the Big Tex site will be controlled for invasive seed source and be seeded later as a change order to the City project. • Tree and shrub planting conducted in March of 2008. • Original warranty on vegetation ended September 2008. • Contact extension pending for erosion repairs, targeting invasive species & Cross training SARA staff until September 2009.

EXHIBIT C

4.	<p>City of San Antonio EAGLELAND RIVERWALK LINK – HIKE AND BIKE PHASE (Eagleland to Alamo St.)</p> <p>\$1.515M COSA- (1999 Bond) \$1.515M (Construction)</p>	<p>ADMINISTRATOR: City of San Antonio <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Project scope includes Eagleland pedestrian bridge but not improvements at end of Eagleland Street (MT 4A). Scope includes street level connection to Alamo Street. Riverbank improvements are on the west bank and terminate at south end of Blue Star parking lot. Design completed in November 2005. • Construction Phase started in June 2006 and was scheduled for completion in December 2006, work delayed due to USEPA clean up at Big Tex. Completion expected by May 2009.
5.	<p>City of San Antonio AMENITIES MASTERPLAN</p> <p>\$24K (COSA-Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Bender Wells Clark Design facilitated the master planning process. • Planning effort included public input to identify, conceptually design and budget, and prioritize 4 amenity sites in the Eagleland Reach. • Priority of amenity site design/construction funding is Crofton/Constance, Eagleland Street, Alamo Street, and Big Tex picnic site. (see item 9)
6.	<p>City of San Antonio/TxDOT EAGLELAND PEDESTRIAN PHASE (Alamo St. to Guenther))</p> <p>\$2.6 M Preliminary Budget (COSA/TxDOT -Authorized)</p>	<p>ADMINISTRATOR: City of San Antonio <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Project scope includes pedestrian walkway along/in the channel from Alamo to Guenther and includes modifications to Gate #6 under Alamo Street. • Design complete in November 2006. • USACE 404 Permit approved in Nov 2008. • Bid expected April 2009, award July 2009, completion July 2010. •
7.	<p>Bexar County PLUNGE POOL WALL</p> <p>\$645K Bexar County – Construction Estimate (Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Carter & Burgess completed design Oct 2008. • Project will be joint bid with Eagleland Pedestrian Phase (Item 6).

EXHIBIT C

8.	<p>City of San Antonio/TxDOT MISSION TRAILS, PACKAGE 4A -LONESTAR TO EAGLELAND PROJECT</p> <p>\$1,032,764 (Mission Trails Project funding) 100% COSA (2003 Bond, Authorized)</p>	<p>ADMINISTRATOR: City of San Antonio</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> Trails installed and final completion to coincide with completion of Eagleland Street Pedestrian Plaza (Item 10).
9.	<p>City of San Antonio/Other CROFTON/CONSTANCE STREET PEDESTRIAN PARK -AMENITY</p> <p>\$150K appx (\$100K -COSA -Budgeted) (\$50K - SARF/King William - Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> Final Design consultant will be selected in August. Design Phase started in September 2006 and included SAROC and KWA neighborhood input. Completed and design and updated construction cost estimate in March 2007. Receive City Council construction phase funding in April 2007 (from remaining SARIP Eagleland Reach amenity funding). Any additional funding required to complete the project would be due at this time.
10.	<p>City of San Antonio/TxDOT/Other EAGLELAND STREET PEDESTRIAN PLAZA- AMENITY</p> <p>\$120K appx (Mission Trail project funding)</p>	<p>ADMINISTRATOR: City of San Antonio</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> Project completion delayed until May 2009 to allow for USEPA clean up of Big Tex and placement of bridge prior to building the Eagleland Plaza.
11.	<p>Visitor Tax - City of San Antonio/Bexar County/Other</p> <p>ALAMO STREET AREA IMPROVEMENTS-AMENITY</p> <p>BIG TEX PICNIC AREA – AMENITY</p> <p>\$2,725,300 (Bexar County)</p>	<p>ADMINISTRATOR: San Antonio River Authority</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> SARA completed conceptual cost estimates for the project components and provide technical information for County and City Bond selection criteria. Visitor tax passed May 2008. RFP underway to complete design of this amenity with other Visitor tax elements. Set to award RFP in Feb 2009 and finalize design by Oct 2009.

San Antonio River Improvements Project
Cost Estimate as of January 1, 2009
Funds Committed by Funding Entity

	Original ILA	Funding as Amended	Other Funding	Cooperative Agreement			Revised Total
	October 2006	April 2007	Commitments		Additions	Transfers	Project
Bexar County							
Concept & Public Input	\$ 712,709	\$ 712,709	\$ -	\$ -	\$ -	\$ -	\$ 712,709
Design & Other	8,514,294	8,514,294	4,694	1	-	5,372,606	5 15,213,672
Construction	44,289,541	44,289,541	500,000	2	147,992	6 37,844,267	5 91,921,263
SARA PM	3,232,638	3,232,638	-	-	-	5 455,901	5 3,762,591
SARA CA	2,176,432	2,176,432	-	-	50,000	6 376,791	5 3,018,065
Total Bexar County	58,925,613	58,925,613	504,694		197,992	44,049,565	114,628,299
City of San Antonio							
Concept & Public Input	344,554	344,554	-	-	-	-	344,554
Design & Other	8,091,272	8,195,966	-	-	-	28,000	8 8,223,966
Construction & Administration	48,352,955	66,248,261	1,970,657	3	-	(28,000)	8 68,190,918
Total City of San Antonio	56,788,781	74,788,781	1,970,657				76,759,438
US Army Corps of Engineers							
Design & Other	4,204,017	4,204,017	-	-	-	-	4,204,017
Construction & Administration	69,725,789	69,725,789	-	-	792,250	6 -	70,518,039
Total US Army Corps of Engineers	73,929,806	73,929,806	-		792,250	-	74,722,056
Private							
Design & Other	-	-	-	-	-	-	-
Construction & Administration	7,750,486	7,750,486	3,511,000	4	-	-	11,261,486
Total Private	7,750,486	7,750,486	3,511,000				11,261,486
SAWS (Utility Relocations)							
Design & Other	244,213	244,213	-	-	-	-	244,213
Construction	1,091,646	1,091,646	247,724	4	-	-	1,339,370
Total SAWS	1,335,859	1,335,859	247,724				1,583,583
San Antonio River Authority							
Design & Other	-	-	-	-	-	-	-
Construction	-	-	100,000	4	-	-	100,000
Total San Antonio River Authority	-	-	100,000				100,000
Combined							
Concept & Public Input	1,057,263	1,057,263	-	-	-	-	1,057,263
Design & Other	21,053,796	21,158,490	4,694	-	5,372,606	1,350,078	27,885,868
Construction & Administration	171,210,417	189,105,723	6,329,381	940,242	37,844,267	9,111,463	243,331,076
SARA PM	3,232,638	3,232,638	-	-	455,901	74,052	3,762,591
SARA CA	2,176,432	2,176,432	-	50,000	376,791	414,842	3,018,065
Total Combined Project	\$ 198,730,545	\$ 216,730,545	\$ 6,334,075		\$990,242	\$ 44,049,565	\$ 279,054,862

*Bexar County Mission Reach Contingent Funding \$70,000,000 5

*The Bexar County's funding commitment also includes \$70 million in Visitor Tax funding which is dedicated as Mission Reach contingent funding available to advance the federal share of the project in order to keep the project on optimum schedule

San Antonio River Improvements Project
Cost Estimate as of January 1, 2009
Funds Committed by Reach

	Original ILA	Funding as Amended	Other Funding	Cooperative Agreement				Revised Total		
	October 2006	April 2007	Commitments	Additions		Transfers		Project		
Concept & Public Input										
Bexar County	682,125	\$ 682,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 682,125		
City of San Antonio	344,554	344,554	-	-	-	-	-	344,554		
Total Concept Design	1,026,679	1,026,679	-	-	-	-	-	1,026,679		
Lexington to Houston (Downtown)										
Bexar County	10,868,249	10,868,249	-	-	-	-	-	10,868,249		
City of San Antonio	2,417,295	2,417,295	-	-	-	-	-	2,417,295		
Total Downtown	13,285,544	13,285,544	-	-	-	-	-	13,285,544		
Guenther to Lone Star (Eagleland)										
Bexar County	1,334,000	1,334,000	504,694	1,2	197,992	6	2,725,300	5	-	4,761,986
City of San Antonio	4,263,000	4,263,000	1,970,657	3	-	-	-	-	-	6,233,657
US Army Corps of Engineers	1,800,000	1,800,000	-	-	792,250	6	-	-	-	2,592,250
Total Eagleland Reach	7,397,000	7,397,000	2,475,351		990,242		2,725,300		-	13,587,893
Museum Reach (Urban Segment)										
Bexar County	13,059,095	13,059,095	-	-	-	-	-	-	-	13,059,095
City of San Antonio	34,299,726	52,299,726	-	-	-	-	(28,000)	8	-	52,271,726
Private	3,000,000	3,000,000	3,511,000	4	-	-	-	-	-	6,511,000
San Antonio Water System	-	-	247,724	4	-	-	-	-	-	247,724
San Antonio River Authority	-	-	100,000	4	-	-	-	-	-	100,000
Total Museum Reach	50,358,821	68,358,821	3,858,724		-		(28,000)		-	72,189,545
Historic Mission Reach										
Bexar County	32,982,144	32,982,144	-	-	-	39,730,700	5	10,950,435	5	83,663,279
City of San Antonio	15,464,206	15,464,206	-	-	-	-	(10,950,435)	7	-	4,513,771
US Army Corps of Engineers	72,129,806	72,129,806	-	-	-	-	-	-	-	72,129,806
Private	4,750,486	4,750,486	-	-	-	-	-	-	-	4,750,486
San Antonio Water System	1,335,859	1,335,859	-	-	-	-	-	-	-	1,335,859
Total Mission Reach	126,662,501	126,662,501	-		-	39,730,700	-	-	-	166,393,201
Park Reach										
Bexar County	-	-	-	-	-	1,593,565	5	-	-	1,593,565
City of San Antonio	-	-	-	-	-	-	-	10,978,435	7,8	10,978,435
Total Park Reach	-	-	-		-	1,593,565	-	10,978,435		12,572,000

**San Antonio River Improvements Project
Cost Estimate as of January 1, 2009
Funds Committed by Reach**

Combined							
Bexar County	58,925,613	58,925,613	504,694	197,992	44,049,565	10,950,435	114,628,299
City of San Antonio	56,788,781	74,788,781	1,970,657	-	-	-	76,759,438
US Army Corps of Engineers	73,929,806	73,929,806	-	792,250	-	-	74,722,056
Private	7,750,486	7,750,486	3,511,000	-	-	-	11,261,486
San Antonio Water System	1,335,859	1,335,859	247,724	-	-	-	1,583,583
San Antonio River Authority	-	-	100,000	-	-	-	100,000
Total Combined Project	<u>\$ 198,730,545</u>	<u>\$ 216,730,545</u>	<u>\$ 6,334,075</u>	<u>\$ 990,242</u>	<u>\$ 44,049,565</u>	<u>\$ 10,950,435</u>	<u>\$ 279,054,862</u>

*Bexar County Mission Reach Contingent Funding \$ 70,000,000 4

*The Bexar County's funding commitment also includes \$70 million in Visitor Tax funding which is dedicated as Mission Reach contingent funding available to advance the federal share of the project in order to keep the project on optimum schedule

- 1 November 2006: Bexar Co Commissioner Court approved additional funding for county share of design phase of Eagleland project
- 2 May 2007: Bexar Co Commissioners Court approved additional funding for county share of construction phase of Eagleland project
- 3 May 2007: City of San Antonio voters approve bond issue to allocate additional funds for City share of Eagleland project
- 4 Approved change orders to Museum Reach Urban Segment project modifying original funding commitments
- 5 May 2008: Bexar County voters approve \$125 million or visitor tax revenue to support river improvements
- 6 Additional allocation of funding to meet the federal share of the Eagleland project
- 7 May 2008: Agreement for City of San Antonio to transfer remaining balance of Mission Reach funding commitment to fund Museum Reach Park Segment improvements in exchange for equal commitment of Bexar County Visitor Tax funding allocation to the Mission Reach
- 8 October 2008: Approved transfer of City of San Antonio Museum Reach Urban Segment project funding commitment to fund feasibility design phase effort for the Museum Reach Park Segment

RESOLUTION NO. R-1360

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ANTONIO RIVER AUTHORITY AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THE SAN ANTONIO RIVER AUTHORITY TO COMPLETE THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT.

WHEREAS, the San Antonio River Authority, the City of San Antonio and Bexar County have partnered since 1997 to implement a comprehensive program to improve 13 miles of the San Antonio River from Hildebrand Avenue south to Mission Espada which today is known as the San Antonio River Improvements Project; and

WHEREAS, the San Antonio River Authority Board of Directors approved the original Interlocal Agreement for the Project on September 20, 2006, and has since cooperated in the management, funding, and construction of the Project; and

WHEREAS, the Parties desire to amend that Agreement to incorporate changes to the budget derived from a special election called by Bexar County pursuant to Texas Local Government Code Sections 334.103 and 334.252, held on May 10, 2008, which calls for the issuance and sale of bonds (the Visitor Tax) to support the Project; and

WHEREAS, the Parties executed a Memorandum of Understanding dated April 10, 2007, to complement the Agreement and increase the City of San Antonio's funding capacity for capital investment in the Project and recognize the San Antonio River Authority's investment in operations and maintenance associated with the Project; and

WHEREAS, the revised Agreement increases the Project budget from \$198,730,545 to \$279,054,862; formalizes commitments, roles and responsibilities previously approved by the entities; and expands the River Authority's role and responsibilities for the Project to incorporate project management and implementation of the Visitor Tax funded elements and integrating the extension of the project's limits to include the Museum Reach Park Segment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN ANTONIO RIVER AUTHORITY THAT:

The Chairman of the Board of Directors is hereby authorized to execute the Cooperative Agreement between the City of San Antonio, Bexar County and the San Antonio River Authority to Complete the San Antonio River Improvements Project.

PASSED AND APPROVED this the 21st day of January 2009.

THOMAS G. WEAVER, Chairman

ATTEST:

SALLY BUCHANAN, Secretary

Date: 01/26/2009

CPS Energy RFP Update

Submitted By: Karen Bishop, Executive
Offices

Division: Operations

Submitted For: Dale Bransford

Department:

Information

CAPTION

**DISCUSSION AND APPROPRIATE ACTION REGARDING A CPS ENERGY
REQUEST FOR PROPOSALS TO OPERATE BRAUNIG AND CALAVERAS LAKE
PARKS**

Presenter

John Chisholm

Estimated Presentation Time: 10 minutes

During this item, staff will provide an update regarding CPS Energy's open solicitation process for the operation of Braunig and Calaveras Lake Parks.

Recommendation

A motion will be crafted, if necessary, after the discussion of this item.

Discussion

Date: 01/26/2009

Preparation of FY 2009/10 Budget and Strategic Planning Document

Submitted By: Karen Bishop, Executive
Offices

Division: Support Services

Submitted For: Larry Anderson

Department:

Information

CAPTION

**PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING
PREPARATION OF THE FISCAL YEAR 2009/10 BUDGET AND STRATEGIC
PLANNING DOCUMENT**

Presenter

Larry Anderson

Estimated Presentation Time: 2.5 hours

During this item, staff will provide a general overview of and seek the Board's input on the following budget-related topics:

- State of the Budget
- State of the Economy
- SARA's Mission and Goals
- Budget Structure
 - o General fund
 - o Programs
 - o Projects
- Approach to FY2009/2010 Budget
- Next Steps

Recommendation

Motion to be crafted, if necessary, after the discussion of this item.

Discussion

Special Board of Directors

Items for Future Consideration 11.

Date: 01/26/2009

Items for Future Consideration

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Information

CAPTION

ITEMS FOR FUTURE CONSIDERATION

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion

Date: 01/26/2009

GM's Report

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Information

CAPTION

GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

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

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion
