COUNTY OF BEXAR, CITY OF SAN ANTONIO AND SAN ANTONIO RIVER AUTHORITY OPERATIONS AND MAINTENANCE AGREEMENT FOR THE SAN PEDRO CREEK CULTURE PARK

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Operations and Maintenance Agreement ("AGREEMENT"), is made and entered this ___day of _____, 2017 by and between the County of Bexar ("COUNTY"), City of San Antonio ("CITY") and the San Antonio River Authority ("RIVER AUTHORITY") The COUNTY, the CITY and the RIVER AUTHORITY are individually referred to as a "PARTY" and are collectively referred to as "the PARTIES."

RECITALS

WHEREAS, the COUNTY, CITY and RIVER AUTHORITY entered into a Letter AGREEMENT regarding Improvements to San Pedro Creek dated September 4, 2012; and

WHEREAS, the COUNTY and RIVER AUTHORITY entered into a Cooperative AGREEMENT for the design of the San Pedro Creek Culture Park ("PROJECT") in the City of San Antonio, Bexar County, Texas dated February 18, 2014; and

WHEREAS, the COUNTY and RIVER AUTHORITY entered into a Cooperative AGREEMENT for the construction of the PROJECT dated July 12, 2016 which Cooperative AGREEMENT identified RIVER AUTHORITY as the project administrator for the PROJECT; and

WHEREAS, the COUNTY has contributed significant funding for the construction of the PROJECT and has contributed land towards the PROJECT; and

WHEREAS, the CITY owns the majority of the San Pedro Creek, has contributed land towards the PROJECT, and has contributed significant funding for the construction of the PROJECT; and

WHEREAS, the RIVER AUTHORITY has coordinated the design and construction of the PROJECT and has expertise in the operations and maintenance of linear trail projects as evidenced by the Museum Reach and Mission Reach of the San Antonio River segments of the San Antonio River Improvements Project (SARIP); and

WHEREAS, the PARTIES wish to enter into an interlocal agreement to detail the respective rights and responsibilities of the PARTIES regarding the operations and maintenance of the PROJECT; and

WHEREAS, the PARTIES, in the interest of efficiency, public convenience and pursuant to the provisions of Chapter 791, Texas Government Code, have determined that the public interest would best be served by the RIVER AUTHORITY providing operation and maintenance of the PROJECT; and

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

NOW THEREFORE, for valuable consideration, including the mutual covenants and agreements contained in this AGREEMENT, the County, the CITY and the RIVER AUTHORITY contract and agree as follows:

ARTICLE I
AGREEMENT

SECTION 1.1 - GENERAL

1.1.1 This AGREEMENT formalizes the relationship of the PARTIES and serves as the sole document that sets forth the procedures and responsibilities relative to the operation and maintenance of the PROJECT as defined in Subsection 1.2. The intent/purpose of this AGREEMENT is to: (1) extend the life of the capital investment in the PROJECT; (2) preserve the public use and benefit of PROJECT; (3) ensure public safety and security along the PROJECT; (4) preserve the ability of the PROJECT to properly convey flood waters; (5) document the Standards and Schedules of Performance developed as operations and maintenance requirements and responsibilities necessary for compliance with the standards established by the PARTIES; (6) establish regular inspection and reporting procedures; (7) ensure appropriate design review and approval of adjacent and in-channel developments along the PROJECT boundaries for their impact on the PROJECT and on the conveyance of flood waters; (8) prevent encroachments and trespasses; (9) determine the quantity and quality of water from all sources to be allocated to the San Pedro Creek and to support the environmental health of the PROJECT and flow needs of the San Antonio River and its ecosystem; (10) allow the RIVER AUTHORITY to use revenue sources from the operation of the PROJECT to off-set the cost of the operation and maintenance of the PROJECT and to accomplish other related objectives. This AGREEMENT is made solely between the PARTIES hereto and there are no third party beneficiaries to this AGREEMENT.

1.1.2 TERM

This AGREEMENT becomes effective on the execution date of the last signatory to the AGREEMENT ("Effective Date"). initial term of this AGREEMENT shall be _30_years from the Effective Date unless terminated at an earlier date as provided in the AGREEMENT and shall renew automatically upon the expiration of the preceding term for eight (8) additional five (5) year terms unless one of the PARTIES gives the other PARTY written notice of its desire not to renew the AGREEMENT at least one hundred twenty (120) days prior to the expiration of the current term or the extended term. The obligations and responsibilities of the PARTIES under this AGREEMENT commence upon the acceptance date by RIVER AUTHORITY of each Phase of the PROJECT. The PARTIES recognize that certain obligations, such as capital repairs, may be covered by the contractor's warranty so the PARTIES's obligations may be delayed until the end of the warranty period.

SECTION 1.2 - COVERAGE & RESPONSIBILITIES

The PROJECT is being constructed in Phases. Phases 1, 2, 3, and 4 of the PROJECT are described and/or graphically shown on the attached Exhibits A, B and C. The operations and maintenance roles and responsibilities of the PARTIES set out in this AGREEMENT are limited to Phases 1 and 2 of the PROJECT. Additional Phases may be added to this AGREEMENT by mutual consent of the PARTIES through the execution of an amendment(s) by the PARTIES.

1.2.1 RIVER AUTHORITY:

The RIVER AUTHORITY shall:

1. Plan, execute and fund the normal and customary operations and maintenance set forth in the Standards and Schedules of Performance described in Section 2.4, and incorporated herein as Exhibit D, as well as the day-to-day management and administration of Phases 1 and 2 of the PROJECT upon acceptance of those Phases of the PROJECT by the RIVER AUTHORITY from the construction manager. RIVER AUTHORITY will not assume responsibility for the operation and maintenance of any components of the PROJECT that have not been approved of and accepted by RIVER AUTHORITY. The responsibility for the operation and maintenance of any components that are installed without RIVER AUTHORITY approval will remain with the installing party.

2. Plan, execute and fund the operation and maintenance of the Arsenal Pump Station. Flow rates and settings for the Arsenal Pump Station shall be coordinated between CITY and RIVER AUTHORITY.

3. Fund the cost of utilities for the electric service and lighting of the PROJECT, telecommunications for RIVER AUTHORITY facilities and water service for the rest rooms and drinking fountains on the PROJECT.

4. Fund the cost of reuse water for irrigation needs of the PROJECT, but not for creek flow.

5. Be responsible for the operation and maintenance of the crest gates on the PROJECT.

6. Fund contract services as needed and as determined by the RIVER AUTHORITY.

7. Organize, promote and administer special events on the PROJECT.

8. Be responsible for the maintenance of public art installed within the PROJECT limits and for the curation, administration and management of future public art within the PROJECT, in conformance with PROJECT's public art program guidelines and all related public art ordinances.

9. Operate and manage the venues, recurring events, and special events that occur on the PROJECT, in accordance with Article II of this AGREEMENT.

10. Be responsible for the approval and oversight of development or redevelopment of property adjacent to the PROJECT through coordination with CITY to ensure appropriate integration of adjacent properties with the PROJECT regarding water quality, landscaping, storm water management, trail connections, public access, construction, and operation and maintenance. CITY shall provide written notice to COUNTY and to RIVER AUTHORITY of a property owner's intention to development or redevelopment property adjacent to the PROJECT when CITY receives notice of such matter.

11. Be responsible to coordinate annual inspections of the PROJECT, including public art, with the CITY and COUNTY, and will provide the reporting required in Section 3.8.

12. Fund Capital Repairs and Capital Art Repairs needed on the PROJECT, as defined in Section 2.1.

13. RIVER AUTHORITY shall purchase at its expense all extended construction warranties deemed necessary by RIVER AUTHORITY from the contractor, subcontractors and suppliers for all installed systems, materials, fixtures, landscaping components, and architectural treatments to support the operation and maintenance of PROJECT all being components being cared for by RIVER AUTHORITY as further provided in Section 1.2.1. The PARTIES will purchase all warranties included in the construction specifications and will assign these warranties to the RIVER AUTHORITY. The PARTIES anticipate most systems and components will have a standard warranty so the RIVER AUTHORITY will be purchasing extended warranties as it deems necessary.

1.2.2 CITY:

The CITY shall:

1. Designate the PROJECT as a public park upon completion and acceptance of each Phase by RIVER AUTHORITY, thereby extending park ordinances, rules and protections to the PROJECT.

2. Be responsible for emergency response, including police, fire and EMS. The CITY shall be

responsible for the provision and regulation of all CITY services for the PROJECT to include adequate and dedicated security, police and fire protection and control, search and rescue/recovery operations; vehicle, bicycle, and pedestrian movements; evacuation operations; and hazardous material response.

3. Use its best efforts to alert citizens within the confines described and/or graphically shown on Exhibits A, B and C, of eminent flood danger; potential or actual flood conditions; Weather Bureau bulletins; on-site observations and other emergency situations. Information on emergency conditions and alerts shall be coordinated through the CITY Fire Department Office of Emergency Management, the CITY Emergency Operations Center (EOC), the CITY Police Department, CITY Public Works Station One, and/or through the CITY Park Rangers.

4. Be responsible for the operation and maintenance of the San Pedro Creek Bypass Flood Tunnel and all pump stations and recycle pumps on the PROJECT, except for the Arsenal Pump Station. Flow rates and settings for the Arsenal Pump Station shall be coordinated between CITY and RIVER AUTHORITY.

5. Be responsible for the operation and maintenance of trash interceptors, existing storm water outlets, and existing and new storm water inlet equipment including appropriate regulations and infrastructure necessary to adequately ensure appropriate management of stormwater and illicit sources of discharge to attain non-hazardous standards before being released into San Pedro Creek.

6. Ensure that sufficient reuse water is allocated and available to the PROJECT to meet flow quantities as agreed to with RIVER AUTHORITY for adequate flow through its relationship and agreements with the San Antonio Water System. The minimum flow requirements and the water quality requirements will support the environmental health of the PROJECT and flow needs of the San Antonio River and its ecosystem. The minimum flow requirements for the San Pedro Creek are set forth as shown in Exhibit E. The minimum flow requirements and water quality requirements shall be maintained by the CITY, unless by mutual agreement, Exhibit E is modified. CITY will fund any cost associated with obtaining reuse water for the PROJECT.

7. Require that adjacent property owners along the PROJECT coordinate with RIVER AUTHORITY and obtain approval from RIVER AUTHORITY for development or redevelopment to ensure appropriate integration of adjacent properties with the PROJECT regarding water quality, landscaping, storm water management, trail connections and public access points, construction, and operation and maintenance.

8. Enforce the CITY'S Unified Development Code RIO-7 guidelines and obtain RIVER AUTHORITY's approval of revisions proposed to the RIO-7.

9. Approve of the design of any proposed public art to be added to streets and bridges along the PROJECT, and shall own, operate, and maintain all PROJECT enhancements to streets and bridges.

10. Fund Capital Repairs and Capital Public Art Repairs as provided in Section 2.1.

11. Has reviewed and approved the Standards and Schedules of Performance developed by RIVER AUTHORITY as provided in Section 2.4 and will participate in the annual PROJECT inspection as provided in Section 2.5.

1.2.3 COUNTY:

The COUNTY shall:

1. Fund Capital Repairs and Capital Art Repairs as provided in Section 2.1.

2. Participate in annual PROJECT inspections as provided in Section 2.5.

3. Has reviewed and approved the Standards and Schedules of Performance developed by RIVER AUTHORITY as provided in Section 2.4 and will participate in the annual PROJECT inspection as provided in Section 2.5.

SECTION 1.3 - MODIFICATIONS

Major changes, renovations, or modifications to the PROJECT will not result in any change in the responsibilities as defined in Section 1.2 - COVERAGE AND RESPONSIBILITIES unless this AGREEMENT is modified by an amendment to this AGREEMENT which reflects the changes to Section 1.2 and is executed by the PARTIES.

ARTICLE II
GENERAL CONDITIONS

SECTION 2.1 - OBLIGATIONS AND REPAIRS

It is understood and agreed that this AGREEMENT is for the purpose of defining the authority and responsibility of the PARTIES herein for the operation and maintenance of the PROJECT as described and/or graphically shown on Exhibits A, B and C and in no way shall be considered to cover any past, present or future obligation(s) either real or anticipated concerning other flood control improvements as set out in AGREEMENTS dated February 3, 1981 and December 3, 1987 titled "San Antonio Rivers and Streams Maintenance and Operations AGREEMENT."

The responsibility for repairs for the PROJECT will be as follows:

1. A "Capital Repair" is a repair to the PROJECT outside the scope of customary operations and maintenance described in the Standards and Schedules of Performance. RIVER AUTHORITY shall be responsible for funding Capital Repairs not to exceed $50,000 per Incident or $100,000 annually. An "Incident" is a single weather occurrence, accident, or event causing damage to the PROJECT.

2. CITY and COUNTY shall be responsible for funding any Capital Repairs in excess of RIVER AUTHORITY's responsibility. CITY and COUNTY shall each pay for fifty percent (50%) of such costs. In the event that CITY and COUNTY do not timely fund Capital Repairs, RIVER AUTHORITY may limit or prohibit public access to the portion of the PROJECT requiring the Capital Repair so as to protect public health and safety.

3. A "Capital Art Repair" is a repair to public art on the PROJECT outside the scope of customary operations and maintenance described in the Standards and Schedules of Performance. RIVER AUTHORITY shall be responsible for funding Capital Art Repairs not to exceed $10,000 per Incident or $20,000 annually.

4. CITY and COUNTY shall be responsible for funding Capital Art Repairs in excess of RIVER AUTHORITY's responsibility. CITY and COUNTY shall each pay for fifty percent (50%) of such costs. In the event that CITY and COUNTY do not timely fund Capital Art Repairs, RIVER AUTHORITY may remove damaged art from the PROJECT.

5. RIVER AUTHORITY shall prepare timely funding request for consideration by CITY and COUNTY on all Capital Repairs and Capital Art Repairs. The requests will include a description of the repair needed, the recommended scope of work, cost estimate, and schedule to complete the repair. Upon approval and funding by CITY and COUNTY, RIVER AUTHORITY will manage the completion of the repair

In emergency cases where personal injury, property damage, non-structural failure or loss of life is threatened, the RIVER AUTHORITY's primary responsibility is to make emergency repairs by whatever reasonable means are deemed necessary by RIVER AUTHORITY. In the case of a structural failure requiring stabilization to prevent personal injury, property damage, or loss of life, RIVER AUTHORITY shall use whatever means are deemed necessary to attempt to stabilize the structure as well as taking action to minimize damage to other components of the PROJECT should the structural stabilization fail. As soon after the emergency as possible, representatives from the PARTIES and others as necessary shall inspect the area of emergency repair to determine if any further repairs are required to prolong the life of the capital investment in the repaired area. Copies of the report of the findings and recommendations of the inspection shall be provided to the appropriate representatives of the PARTIES.

SECTION 2.2 - RIGHTS-OF-WAY

The COUNTY and the CITY grant and convey to the RIVER AUTHORITY the right to use COUNTY and CITY owned property to perform the required operations and maintenance on the PROJECT without the necessity of further easements or agreements from the COUNTY or the CITY.

SECTION 2.3 - ENCROACHMENTS

The COUNTY, the CITY and the RIVER AUTHORITY shall use their authority and best efforts

to prevent encroachments or trespasses within the rights-of-way of the PROJECT, improvements from being passed over, under or through the rights-of-way of the PROJECT, excavation or construction within the rights-of-way of the PROJECT or any changes being made to the rights-of-way of the PROJECT without the prior written consent of the PARTIES.

SECTION 2.4 - MAINTENANCE SCHEDULE

The RIVER AUTHORITY has developed and will adhere to its Standards and Schedules of Performance for waterways, horticulture, sanitation and other general maintenance activities for the PROJECT. The Standards and Schedules of Performance shall provide procedures for the operation and maintenance of hardscape, landscape, the San Pedro Creek channel, and public art. The Standards and Schedules of Performance have been reviewed and approved by CITY and COUNTY. The schedules shall set the minimum standards and schedules for general maintenance activities, but may be adjusted, as necessary, if significant events modify the annual standards and schedules. In an effort to take advantage of the economies of scale, the RIVER AUTHORITY shall have the right to utilize existing third party downtown River Walk contracts or joint bid future third party downtown River Walk contracts, as mutually agreed upon by all PARTIES.

General maintenance shall include regularly scheduled inspections and preventative maintenance for the PROJECT to maximize the benefits of the PROJECT components and enhance the life expectancy of the PROJECT components.

SECTION 2.5 - MAINTENANCE INSPECTIONS

The RIVER AUTHORITY will conduct an annual PROJECT inspection in conjunction with CITY and COUNTY. The annual PROJECT inspection is preventive in nature and will include a thorough inspection of the PROJECT. The RIVER AUTHORITY will coordinate a date for the annual PROJECT inspection that is mutually agreed to by the PARTIES.

Following the annual inspection, the RIVER AUTHORITY shall document the findings of the inspection, including any identified maintenance requirements, potential warranty claims, and a proposed schedule for the completion of such requirements. The RIVER AUTHORITY will notify the CITY and the COUNTY of any warranty claims made by the RIVER AUTHORITY. The Standards and Schedules of Performance may require modifications based on the findings of the annual PROJECT inspection.

SECTION 2.6 – SPECIAL EVENTS

2.6.1 The RIVER AUTHORITY shall regulate special events at the PROJECT and coordinate the special event's activities, location, security, garbage disposal and hours of operation with the CITY to ensure that the special event does not have an adverse impact on the CITY's operation and maintenance obligations for the surrounding area. The PARTIES will develop a separate agreement to address the use of public spaces by the PARTIES.

2.6.2 COUNTY AND CITY DAYS FOR USE OF PROJECT

The COUNTY and the CITY shall each be afforded the right to exclusively use the PROJECT, or a portion of the PROJECT, for events up to five (5) days each calendar year. The COUNTY and the CITY shall be obligated to pay the amounts reasonably established by the RIVER AUTHORITY to cover costs associated with such usage including security and garbage disposal. The COUNTY and the CITY will not be restricted to the use of the vendors RIVER AUTHORITY has contracted with to provide food, beverages and entertainment on the PROJECT, as set out in Section 2.8 below, but rather may arrange for the provision of those items for their events. The COUNTY's and the CITY's selection of days on which they may utilize the PROJECT shall be subject to prior scheduling of the PROJECT for special events. If either the COUNTY or the CITY does not elect to use the PROJECT as provided herein for any calendar year then such right shall be forfeited for such calendar year.

SECTION 2.7 - VENDORS

In the event the RIVER AUTHORITY authorizes vendors to access the PROJECT, the RIVER AUTHORITY shall regulate the vendors and coordinate the vendor's activities, location, security, garbage disposal and hours of operation with the CITY to ensure that the vendors do not have an adverse impact on the CITY's operation and maintenance obligations for the surrounding area.

SECTION 2.8 – REVENUE

Current statutory limits on the RIVER AUTHORITY's taxing authority and existing commitments of the RIVER AUTHORITY's resources to other mission specific roles and responsibilities limit the resources available to the RIVER AUTHORITY to support the operation and maintenance of the PROJECT. The PARTIES agree that the RIVER AUTHORITY may identify and contract for revenue opportunities from the operation of the PROJECT, including the use of all venues on the PROJECT, recurring events, special events, vendors, and concessions to off-set the cost to operate and maintain the PROJECT. RIVER AUTHORITY shall not sell advertising to be placed at any location on the PROJECT; however, RIVER AUTHORITY may allow the advertising of upcoming and current events on the PROJECT as long as the signage does not obstruct pedestrian traffic on the PROJECT.

ARTICLE III
GENERAL OPERATING PROCEDURES

SECTION 3.1 - UTILITIES AND SERVICES

3.1.1 Utilities

Provision of utilities and other related services for the PROJECT shall be the responsibility of the RIVER AUTHORITY and are limited to: electricity, potable water, sewer, gas, garbage and trash

disposal, janitorial services, telephone service and data transfer services as they are related to the operation of the PROJECT.

3.1.2 Water

The CITY (through its CITY owned San Antonio Water System) shall provide recycled water for the purpose of landscape irrigation and stream flow augmentation within the limits of the PROJECT.

SECTION 3.2 - MATERIAL STORAGE

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

SECTION 3.3 - ACCESS TO BUILDINGS, STRUCTURES, FLOOD CONTROL CHANNELS AND OTHER FACILITIES

Subject to the RIVER AUTHORITY's consent (which shall not be unreasonably withheld), and within normal working hours, the COUNTY and the CITY shall have the right to enter buildings, structures, walkways, channels and other RIVER AUTHORITY operated and maintained areas of the PROJECT to make inspections and provide necessary services. Those entities entering the facilities shall be responsible for ensuring the facilities are secured completely upon their departure. The RIVER AUTHORITY shall grant right of entry to RIVER AUTHORITY operated PROJECT Facilities. Access to the maintenance buildings must be coordinated with the RIVER AUTHORITY and require a minimum of 48 hours advance notice. External tours of the PROJECT must be coordinated with the RIVER AUTHORITY and require prior notice.

Access shall be made available immediately in the event of a major flood or other catastrophic occurrence involving the PROJECT. Absolutely no adjustments to the system will be made without the approval of the RIVER AUTHORITY or designee.

SECTION 3.4 – COORDINATION AND COOPERATION

Coordination and cooperation between the PARTIES is necessary for ongoing and future activities associated with the PROJECT. These activities include, but are not limited to, design and construction, water quality testing, project construction and maintenance inspections, and emergency repairs.

This coordination/cooperation will enable the RIVER AUTHORITY to develop and construct future projects and to finalize uncompleted portions of the PROJECT. Access by the RIVER AUTHORITY, its personnel and contractors are necessary for project development and

construction, and to finalize the PROJECT. The RIVER AUTHORITY shall work closely with the CITY and COUNTY to coordinate operations and maintenance activities.

SECTION 3.5 - EQUIPMENT

The PARTIES will cooperate to procure, operate, maintain and repair the equipment necessary for use within the PROJECT and will attempt to ensure that such equipment is compatible with equipment used by the other PARTY.

SECTION 3.6– INVOICING PROCEDURES

The PARTIES will submit monthly invoices for services and materials covered by this AGREEMENT and actually provided. All invoices shall be itemized to include the hours worked, personnel classifications, a summary of work performed, and such other reasonable information as may be require to substantiate invoiced amounts. The PARTIES will not process invoices for payment unless accompanied by this satisfactory documentation. If the PARTIES object to any invoice submitted, the PARTIES shall so advise the other verbally, or in writing, giving reasons within 21 days following the receipt of such invoice. Records of allowable reimbursable expenses and expenses pertaining to the services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the PARTIES for inspection. The formatting for invoices will be mutually agreed to by the PARTIES.

SECTION 3.7 – AUDIT

The COUNTY and the CITY may conduct an audit of their funds disbursed to the RIVER AUTHORITY. The RIVER AUTHORITY may conduct an audit of RIVER AUTHORITY funds disbursed to the COUNTY and to the CITY. Each PARTY's staff or a certified public accounting firm designated by that PARTY, may perform such audit(s). Each PARTY agrees to make available to the other PARTY all books, records, documents and reports with respect to matters covered by this AGREEMENT.

SECTION 3.8 – REPORTING

The RIVER AUTHORITY will account for all expenses for maintenance and operations of the PROJECT. RIVER AUTHORITY will compile an annual accounting report for the CITY and the COUNTY breaking down all expenses incurred for Capital Repairs to the PROJECT and Capital Art Repairs. The report shall reflect all funds received from the CITY and the COUNTY towards Capital Repairs to the PROJECT and Capital Art Repairs. The report shall be submitted to the CITY and the COUNTY on or before December 1st of each year. If there is not an active Capital Repair or Capital Art Repair project during the year, then no reporting is required.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1 - CONFLICT RESOLUTION

Should any conflict relative to this AGREEMENT arise regarding operational criteria, operating and maintaining the facilities, access, etc., then the PARTIES shall make attempts to cooperate and resolve all issues at the lowest organizational level possible. Should a conflict not be resolved, the situation shall be elevated to the next organizational level and continue to be elevated to the COUNTY's County Manager, the CITY's CITY Manager and the RIVER AUTHORITY's General Manager.

SECTION 4.2 - TRANSFER OF RIGHTS

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

SECTION 4.3 - ENTIRE AGREEMENT

This AGREEMENT, including Exhibits A, B, C, D, and E which are incorporated herein, constitutes the entire AGREEMENT among the PARTIES pertaining to the subject matter hereof. Assumption of operations and maintenance obligations shall be effective the date of acceptance of each Phase of the PROJECT by the RIVER AUTHORITY.

SECTION 4.4 - INFORMATIONAL

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

SECTION 4.5 - TERMINATION

4.5.1 It is understood and agreed to by the PARTIES to the AGREEMENT that all obligations created herein to operate and maintain the PROJECT shall terminate as to any one PARTY when and if such obligations cease to be the obligation of the respective PARTY. In such event, the PARTY shall notify the other signatories in writing of such occurrence.

4.5.2 In the event of a dispute between the PARTIES, the PARTIES will negotiate in good faith to resolve such dispute. In the event the PARTIES are unable to resolve the dispute and a PARTY feels the dispute will prevent the PARTIES from carrying out their responsibilities and obligations, as set forth in this AGREEMENT, the PARTY shall notify the other PARTIES and PARTIES shall proceed to mediate the dispute. If the dispute is not resolved among the PARTIES, any PARTY desiring to withdraw from the PROJECT must provide the other PARTIES 180 days'

written notice of termination. The withdrawing PARTY must pay the cost of those obligations for which it would be responsible under this AGREEMENT up through the termination date. Notwithstanding the provisions of this Section 4.5.2, a PARTY remains entitled to pursue all legal remedies available for disputes that cannot be resolved through mediation.

SECTION 4.6 - NOTICES

All notices provided to be given under this AGREEMENT shall be in writing, and shall either be personally served against a written receipt therefor or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper PARTIES at the address which appears below, or at such other address as the PARTIES hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:
Bexar County Judge
Paul Elizondo Tower
101 W. Nueva St., 10th Floor
San Antonio, Texas 78205

With copy to:
Bexar County Manager
Paul Elizondo Tower
101 W. Nueva, 10th Floor
San Antonio, Texas 78205

If to CITY:
City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If to RIVER AUTHORITY:
General Manager
San Antonio River Authority
100 E. Guenther Street
San Antonio, Texas 78204

SECTION 4.7 - COMPLIANCE WITH LAWS AND ORDINANCES

The PARTIES agree to comply with all applicable federal, state, and local laws and ordinances for the work and services provided under this AGREEMENT.

SECTION 4.8 - LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this AGREEMENT shall be construed

as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 4.9 - TEXAS LAW TO APPLY

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

SECTION 4.10 - AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the PARTIES.

SECTION 4.11 – RELATIONSHIP OF THE PARTIES

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

SECTION 4.12 – FORCE MAJEURE

In the event that either PARTY is prevented from completing the performance of its obligations under this AGREEMENT by an Act of God, or other occurrence whatsoever, which is beyond the control of the acting PARTY, then the acting PARTY, after attempting to mitigate the adverse impacts, shall be excused from any further performance of its respective obligations and undertakings. The affected PARTY shall provide notice of force majeure events to the non-affected PARTY within 5 days.

SECTION 4.13 – NO THIRD PARTY BENEFICIARY

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

SECTION 4.14 – NON-APPROPRIATION

The PARTIES have projected the costs for this AGREEMENT and expect to pay all obligations of this AGREEMENT from their respective projected revenues. All obligations of the PARTIES are subject to annual appropriations by their respective governing bodies. Notwithstanding

anything in this AGREEMENT to the contrary, in the event either PARTY should fail to appropriate funds to pay any of that PARTY'S obligations under this AGREEMENT, then the obligations of that PARTY under this AGREEMENT shall terminate, and the sole option and remedy of the other PARTY shall be to terminate this AGREEMENT by written notice, and neither PARTY shall have any further duties or obligations hereunder, except those that expressly survive.

SECTION 4.15 - MULTIPLE COUNTERPARTS

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

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2017.

SAN ANTONIO RIVER AUTHORITY

Suzanne B. Scott
General Manager
Date: 1-19-18

ATTEST:

Stephen T. Graham
Assistant General Manager

APPROVED AS TO FORM:

Allison Elder
Director of Legal Services

BEXAR COUNTY

By: _____
NELSON W. WOLFF
County Judge
Date: _____

ATTEST:

_____
GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

_____
PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS
County Auditor

_____
DAVID SMITH
County Manager

CITY OF SAN ANTONIO

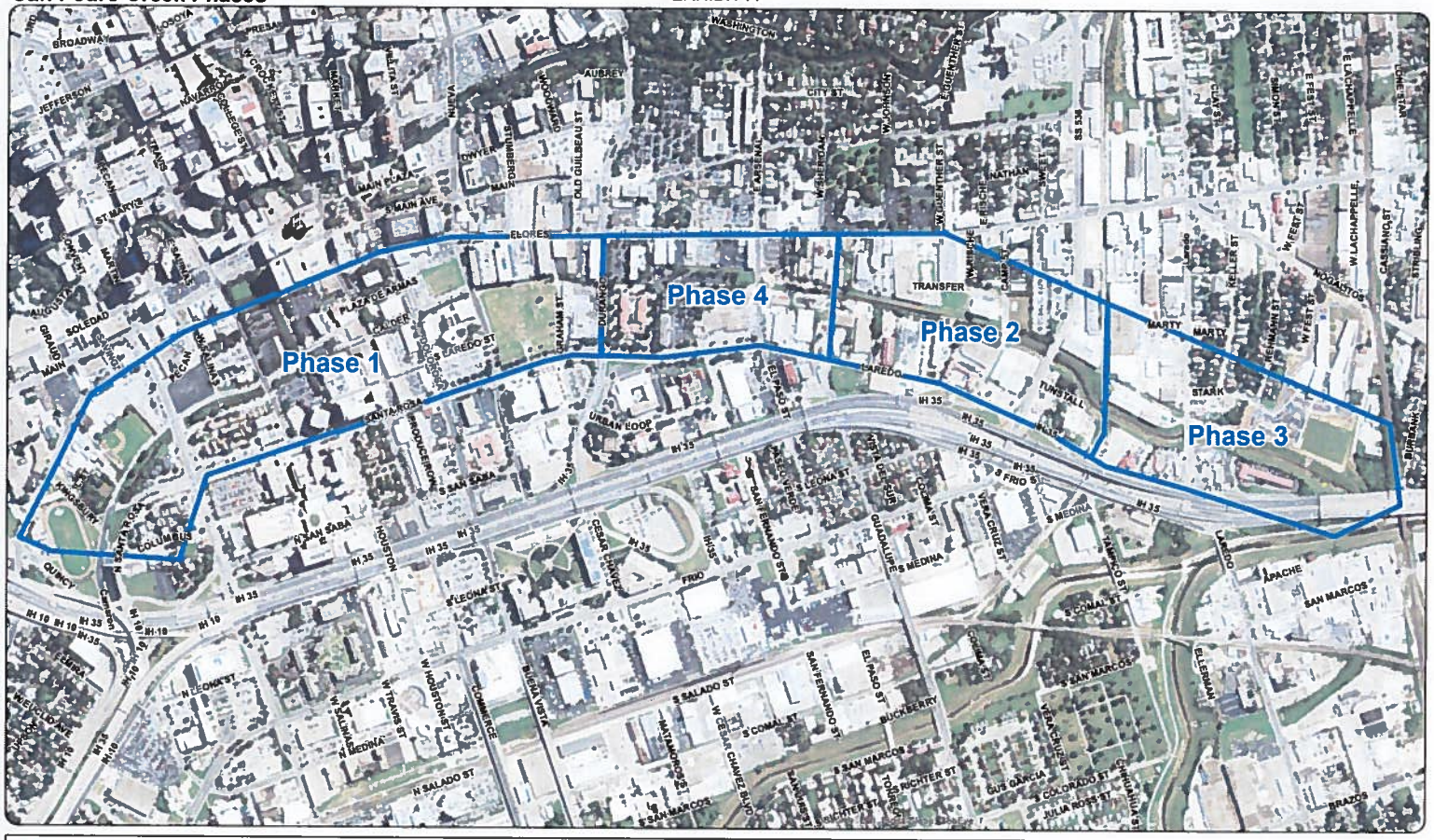
_____
SHERYL L. SCULLEY
City Manager
Date: _____

EXHIBITS

Exhibit A	San Pedro Creek Improvements Project Boundary – overall
Exhibit B	Close up map of each phase
Exhibit C	Narrative description of the boundaries of each phase
Exhibit D	Standards and Schedules of Performance
Exhibit E	Minimum Flow Requirements

San Pedro Creek Phases

EXHIBIT A



SAN ANTONIO RIVER AUTHORITY

0 450 900 1,350 1,800 Feet

Disclaimer:
This GIS material contained within this Mapsheet is made available as a public service. The maps and/or data are to be used for reference and/or display purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data herein shall be used and relied upon only at the user's sole risk, and the user agrees to indemnify and hold harmless the San Antonio River Authority, its officers and employees from any liability arising out of the use of the data or information provided. If there are any questions about the appropriateness of the data, please email sarag@sariver.org

San Pedro Creek Phase 1

EXHIBIT B, 1 of 4

SAN ANTONIO RIVER AUTHORITY

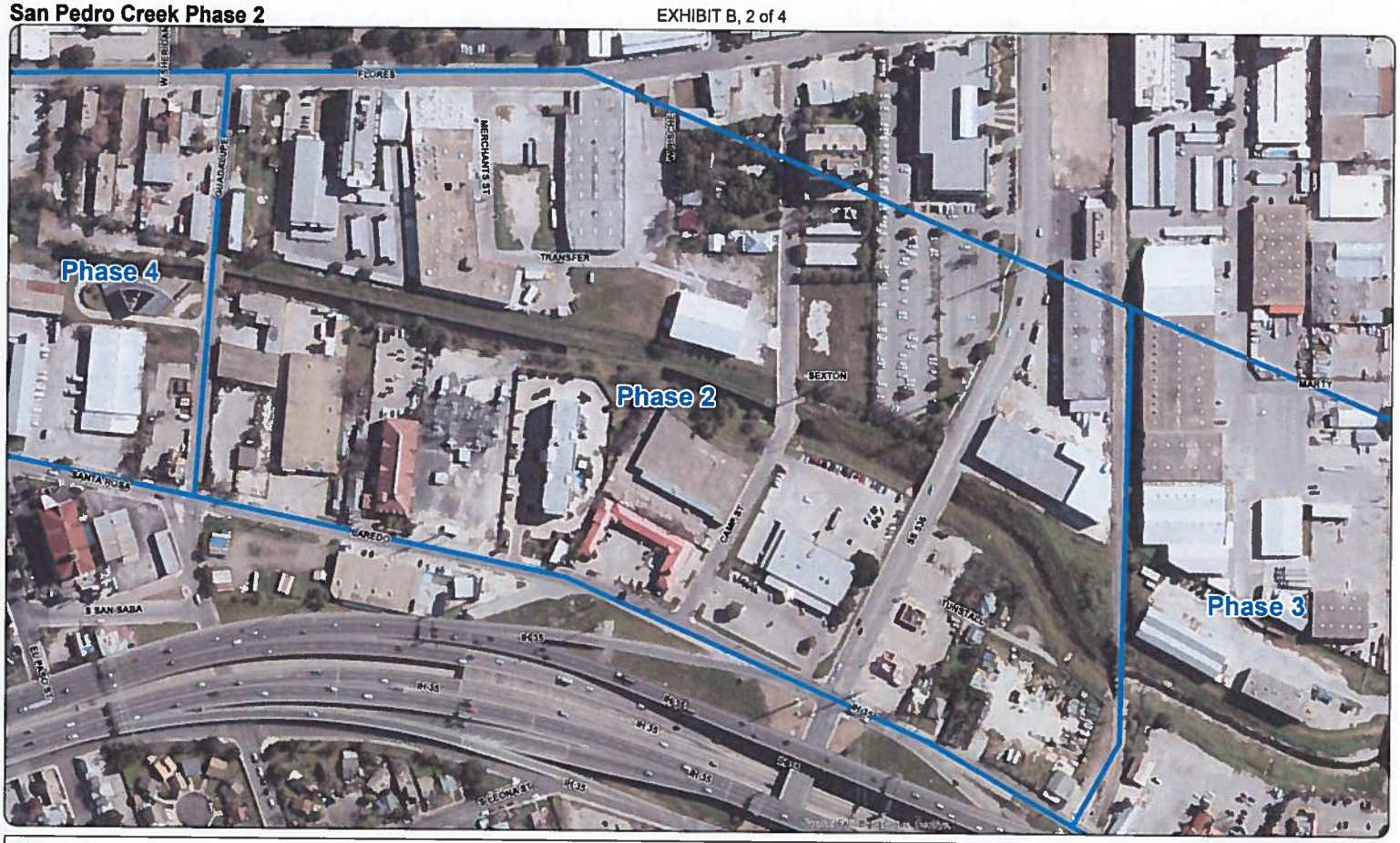
0 180 360 540 720 feet

Disclaimer

The GIS material included with this transmittal is made available as a public service. This maps and/or data are to be used for reference and/or informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data herein shall be used and relied upon only at the user's sole risk, and the user agrees to indemnify and hold harmless the San Antonio River Authority, its officers and employees from any liability arising out of the use of the data or information provided. If there are any questions about the appropriateness of this data, please send comments to sra.org

San Pedro Creek Phase 2

EXHIBIT B, 2 of 4



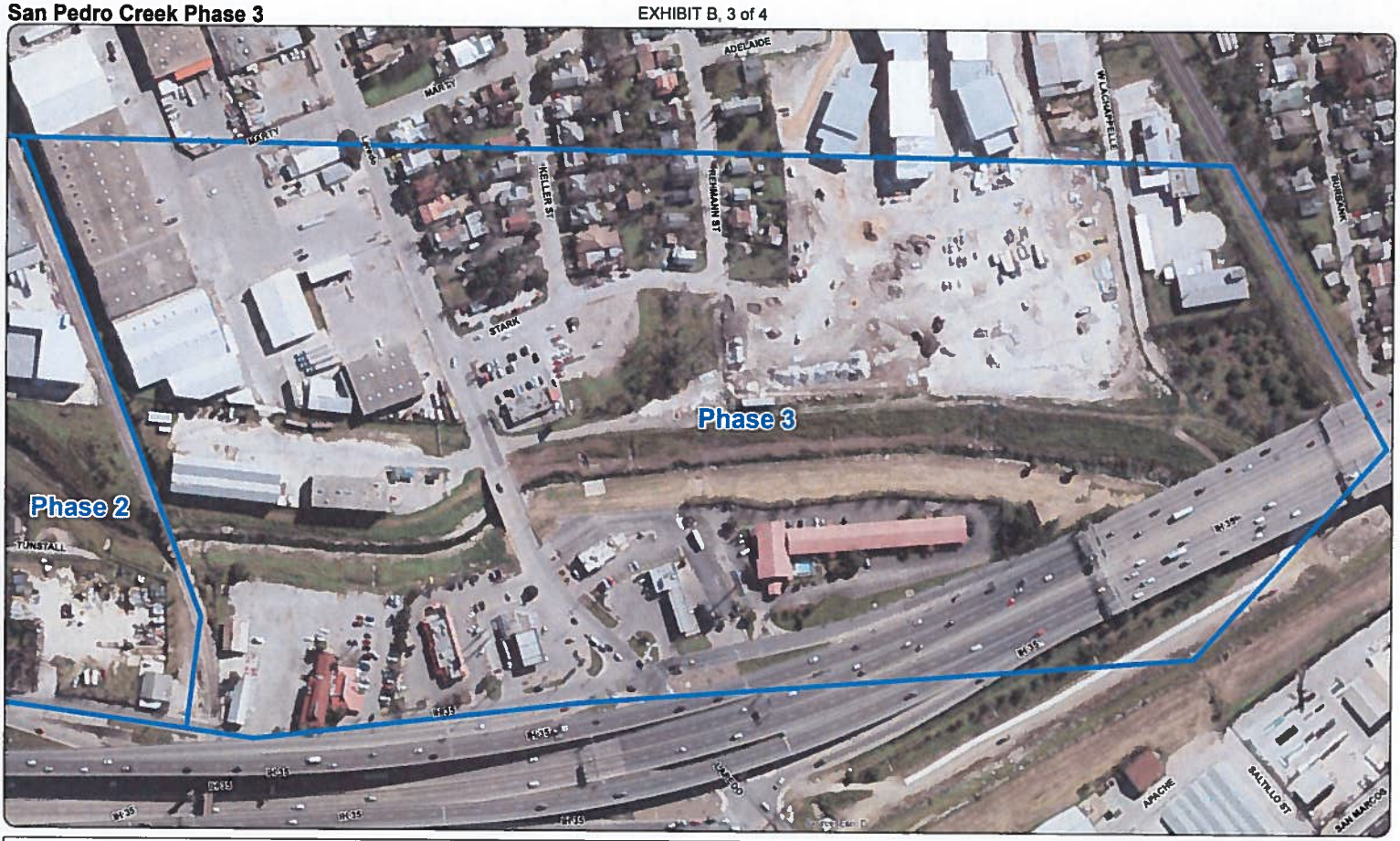
SAN ANTONIO RIVER AUTHORITY

0 130 260 390 520 Feet

Disclaimer:
The GIS data contained included with this transmittal is made available as a public service. The data is made available for reference and/or informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data herein shall be used and relied upon only at the user's own risk, and the user agrees to indemnify and hold harmless the San Antonio River Authority, its officers and employees from any liability arising out of the use of the data or information provided. If there are any questions about the appropriateness of the data, please send comments to sarg@sara-tx.org

San Pedro Creek Phase 3

EXHIBIT B, 3 of 4



SAN ANTONIO RIVER AUTHORITY

0 110 220 330 440 Feet

Disclaimer:

San Pedro Creek Phase 4

EXHIBIT B, 4 of 4

SAN ANTONIO RIVER AUTHORITY

0 75 150 225 300 Feet

Disclaimer:

Exhibit C

Narrative Description of the Boundaries of each Phase

PHASE 1 of the San Pedro Creek Improvement Project begins downstream of the San Pedro Creek Tunnel Inlet, located east of San Saba Street, between Santa Rosa Street on the south and Camaron Street on the north. This phase terminates upstream of the Cesar Chavez Bridge and is approximately 3,850 feet in length.

PHASE 2 begins downstream of the Guadalupe Street bridge and terminates at the Union Pacific Railroad bridge, located southwest of South Alamo Street. This phase is approximately 2,195 feet in length.

PHASE 3 begins downstream of the Union Pacific Railroad and terminates at the confluence of Apache Creek with San Pedro Creek, located just to the west of IH-35/IH-10 at San Pedro Creek. This phase is approximately 2,300 feet in length.

PHASE 4 begins downstream of Cesar Chavez bridge and terminates upstream of Guadalupe Street bridge. This phase is approximately 1,800 feet in length.

EXHIBIT D

Operations and Maintenance Plan for San Pedro Creek Culture Park

December 4, 2017

Prepared by:

San Antonio River Authority
Watershed and Park Operations Department
100 East Guenther Street
P.O. Box 839980
San Antonio, TX 78283-9980

San Antonio River Authority Operations and Maintenance Plan *for* San Pedro Creek Culture Park

TABLE OF CONTENTS

1.0 INTRODUCTION

2.0 ROUTINE ACTIVITIES
- 2.1 Vegetation Management Standards
  - 2.1.1 Formal Landscape Areas
  - 2.1.2 Informal Landscape Areas
- 2.2 Recreational Feature Standards
  - 2.2.1 Pedestrian Sidewalk
  - 2.2.2 Trash Receptacles and Mutt Mitt Stations
  - 2.2.3 Benches
  - 2.2.4 Public Restroom
  - 2.2.5 Signage
  - 2.2.6 Public Art
- 2.3 Site Litter and Debris Cleanup Standards
- 2.4 Site & Job Safety Standards

3.0 EVENT-BASED ACTIVITIES
- 3.1 Security & Emergency Response Standards
- 3.2 Structural Failure Standards
- 3.3 Event-based Litter and Debris Cleanup Standards

3.4 Vandalism & Graffiti Abatement Standards
3.5 Algae Planting, Weed and Algae Management Standards
3.6 Low Impact Development Feature Management Standards
3.7 Wildlife Management Standards

San Antonio River Authority
Operations and Maintenance Plan
for
San Pedro Creek Culture Park

TABLE OF CONTENTS
(continued)

FIGURES:

Figure 1. San Pedro Creek Project Location Map
Figure 2. Formal Landscape Area Insect Pest Management Guidelines

APPENDICES:

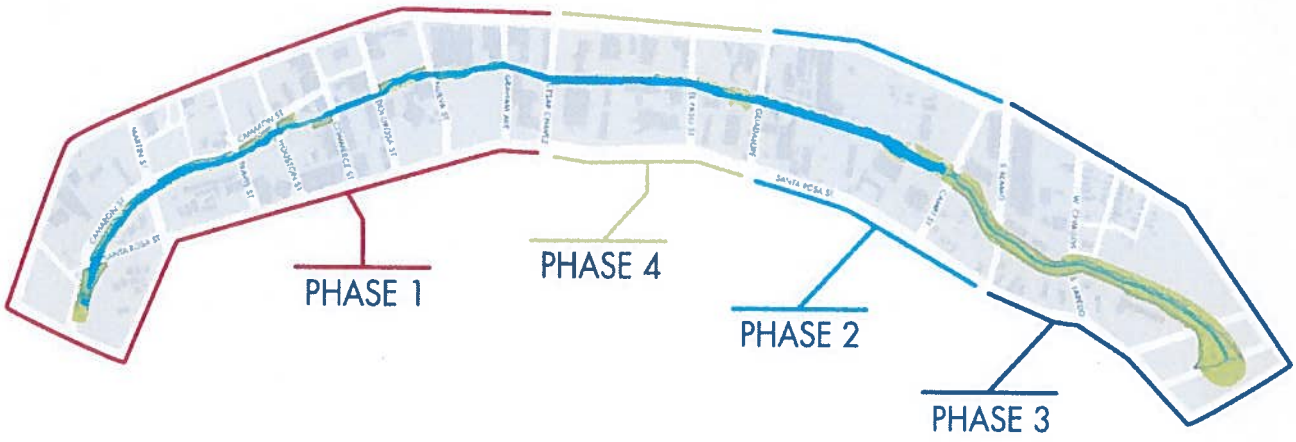
Appendix A. Project Standards Summary
Appendix B. Project Plant List

San Antonio River Authority
Operations and Maintenance Plan
for
San Pedro Creek Culture Park

1.0 INTRODUCTION

The San Antonio River Authority (SARA) is responsible for Operations and Maintenance (O&M) of the San Pedro Creek Culture Park by an Interlocal Agreement between SARA and the City of San Antonio (City) and Bexar County (County). This project is located between the San Pedro Creek Tunnel inlet to the North and end at the confluence of the Alazán and Apache Creeks at IH-35 to the South as shown **Figure 1**.

Figure 1. San Pedro Creek Improvement Project Location Map



Bexar County and the San Antonio River Authority, in coordination with the City of San Antonio, commenced this project to transform San Pedro Creek from a concrete-lined drainage ditch into a natural creek habitat and world-class linear park. Project goals are to improve the creek's function in flood control, revitalize natural habitat and water quality, and catalyze economic development. The San Antonio River Authority served as project manager and is now responsible for the ongoing operations and maintenance of the project. This plan will cover phases I and II. Details regarding phases III and IV will be added in the future.

For purposes of this plan, SARA has classified O&M activities into two major categories including routine activities and event-based activities. Routine activities are those activities that occur on a regular basis including O&M associated with vegetation, hardscape, recreational features, and litter/debris removal. Routine activities are described in further detail in Section 2.0. Event-based O&M activities are those activities that occur periodically, often unexpectedly, such as safety concerns and vandalism; and these activities are described in further detail in Section 3.0. A summary of O&M Standards are included in **Appendix A.** For all O&M activities, SARA prioritizes and addresses tasks in the following general order:

1. Safety
2. Structural failures
3. Impediments to recreational uses, particularly trails (e.g. fallen trees on the trail)
4. Vandalism, particularly highly visible areas
5. Routine activities (e.g. vegetation maintenance, litter, etc.)

2.0 ROUTINE ACTIVITIES

2.1 Vegetation Management Standards

Vegetation within the San Pedro Creek Improvements Project is separated into two distinct categories: formal landscape areas and informal landscape areas. Although the same tools and equipment may be used for O&M activities within these different areas, the approaches used may vary significantly. Project vegetation is inspected during day-to-day activities and any potential problems are identified and associated work tasks are prioritized based on all identified work tasks, resource availability and other factors on a continual basis.

2.1.1 Formal Landscape Areas

The majority of plantings within the San Pedro Creek Improvements Project are formally designed landscape beds. The formal landscape beds have been designed to achieve specific aesthetics, and are managed to retain a formal appearance. Plants consist of species native to the project area and/or Texas. O&M activities within the project area will be completed with the goal of maintaining a formal landscape appearance consistent with the design intent. Considerations for seasonality and

dormancy need to be taken into account. Typical O&M activities within these areas include removal of weeds; replacement of mulch, rock, and/or decomposed granite as identified in appendix B

The general approach for maintenance of the formal beds is to maintain the species and plant locations as designed. An exception to this approach would be for species that have required repeated replacement due to anticipated natural site conditions as opposed to unnatural or man-made disturbances such as failures in an irrigation system meant to support the planting. If a species is observed to be intolerant of anticipated natural site conditions, adaptive management may include replacement with a more suitable species. Attempts will be made to use a replacement species that exhibits characteristics similar to the original designed species such as bloom color, overall plant size, and general plant form.

Formal Landscape Weed Management

Within the formal planting areas, weeds are defined as any plant not included in the design or installed as a replacement plant. Weeds will be removed on a regular basis in order to maintain the intended formal design appearance of the planting. On rare occasions, a suitable plant species will volunteer into a formal planting and enhance the design by either filling in a bare area or complimenting designed species in some manner, and these situations will be assessed on a case-by-case basis and management will be determined with the primary consideration of retaining the overall designed formal appearance.

Formal Landscape Replacement/Remedial Planting

Areas of the project may require replacement and/or remedial planting in order to achieve the formal planting design appearance, given consideration to seasonality and dormancy of native species. Areas will be prioritized on a monthly basis and replanting will be completed as soon as possible based on availability, resources, timing, expected climate conditions and other factors.

Formal Landscape Irrigation

An irrigation system exists within the entire project area of formal plantings. This irrigation system shall be maintained on a regular basis and operated as needed and in compliance with any applicable drought or recycled water restrictions as required.

Formal Landscape Insect Pest Management

There may be a need for management of insect pests within the formal landscape areas. Insect pest management in these areas will be completed as needed following best management practices for integrated pest management. Considerations should always

be given to non-target impacts and pollinator species that may be negatively affected by insect pest management activities. Please see below general guidelines in Figure 2.

Figure 2. Formal Landscape Area Insect Pest Management Guidelines

1. **Remove infested material immediately (e.g. tips of branches, leaves or other infested material)**
    a. Bag the material and remove it from site
    b. Consider alternative methods if removal of plant material will negatively impact the plant
2. **Provide adequate irrigation**
    a. Formal areas shall utilize existing irrigation systems to achieve adequate irrigation for stressed plants, water-stressed plants are more susceptible to infestations
3. **Create favorable conditions for naturally occurring predators**
    a. Provide adequate irrigation
    b. Avoid dusty conditions
    c. Avoid pesticide sprays
4. **Provide additional/alternative treatments as necessary dependent upon targeted pest**
    a. Sprays of water, insecticidal oils, or soaps can be used for management.
        i. Always monitor before treatment
        ii. Natural/organic treatments are preferred
        iii. Any treatment type is appropriate to test if consistent with all above guidelines
        iv. If a treatment is not effective within a reasonable time period, alternative treatments shall be considered

Formal Landscape Woody Plant Management

Native and non-native woody plants will volunteer, or come in on their own, within the project area. All volunteer non-native woody plants within the management area will be targeted for removal. Native woody plants that volunteer in the project will be considered for preservation depending on their general health, location, and species. Native woody volunteers will be removed if they have potential to compromise infrastructure, hardscape, intended recreational uses, views, or otherwise negatively affect the project goals. Removal of woody species is typically completed during the Fall and Winter months.. SARA utilizes multiple treatment methods including the cut stump method for herbicide treatment to reduce incidence of resprouts..

2.1.2 Informal Landscape Areas

A small area of plantings within the San Pedro Creek Improvements Project area is not formally designed but is instead intended to look and function in a dynamic manner as the plants would under natural conditions with minimal alteration or manipulation.

Informal Planting Weed and Volunteer Species Management

A weed in the informal landscape areas is defined as any plant species identified as non-native to the State of Texas as defined by the US Department of Agriculture. Additionally, some aggressive native species will require management in order to meet the goals of the project. Utilizing an integrated approach, ideal methods of control for each weed species will be identified and carried out as appropriate with consideration for project goals.

2.2 Recreational Feature Standards

Numerous recreational features have been included in the project and will be maintained on a routine basis. Features will be cleaned and repairs to and/or replacement of a feature will be completed in order to maintain the intended use of the particular feature on a regular basis. Features are inspected during day-to-day activities and any potential problems are identified and associated work tasks are prioritized based on all identified work tasks, resource availability and other factors following the general prioritization schedule described in Section 1. The various recreational features in the project are described in more detail below.

2.2.1 Pedestrian Sidewalk-Paseo

There is a high bank and low bank paseo that runs on either side of the creek intermittently for the majority of the project area, The sidewalk is connected to adjacent streets and properties in many locations throughout the project. Recreational use of the trail shall be maintained by removal of material from the trail surface that is impeding its use such as deposition of silt, debris or downed trees as needed.

Maintenance of vegetation adjacent to the sidewalk will be completed on a routine basis to ensure that vegetation does not impede the use of the sidewalk. Maintenance of the vegetation will include cutting back vegetation that is encroaching onto the sidewalk or into the area of use.

2.2.2 Trash and Recyclable Receptacles and Mutt Mitt Stations

Numerous trash and recyclable receptacles and Mutt Mitt stations have been installed in the project. Trash receptacles shall be monitored regularly and consistently maintained with liners and trash bags. Servicing shall occur on a routine basis following an established schedule that shall be modified as needed to adjust to the observed public use. Mutt Mitt stations shall be monitored regularly and consistently maintained with bags.

2.2.3 Benches

Numerous benches have been installed in the project. These features are primarily composed of recycled plastic materials on metal frames. Routine maintenance shall include power washing surfaces and otherwise ensuring that structures and features are in usable condition.

2.2.4 Public Restrooms

The project includes 2 public restroom facilities that SARA will routinely monitor these facilities and ensure that they are maintained in good, usable condition at all times.

2.2.5 Signage

Numerous way-finding, project map and interpretive signs have been installed in the project. These signs provide directional and street name information as well as educational information about the project and associated historical and cultural features. Routine maintenance shall include power washing, waxing and otherwise keeping the signage clean and readable.

2.2.6 Public Art

In general, SARA completes routine maintenance of art features (e.g. power washing and minor repairs) whereas City and Bexar County are responsible for specialized maintenance (e.g. major repairs).

2.3 Site Litter & Debris Cleanup Standards

Litter and debris cleanup will occur on a day-to-day basis. Commonly, excessive litter and debris within the projects corresponds to certain events such as rain events, rises in the creek surface level, and increased use of the project areas during holidays; and these standards are described in more detail in Section 3.3. The project areas shall be monitored regularly for the presence of litter and debris, and removal of litter and/or debris will be completed as needed following the general prioritization described in Section 1.2.

2.4 Site & Job Safety Standards

As mentioned in Section 1.2, safety is the top priority for SARA. For day-to-day job and site safety procedures, SARA staff will follow guidance in the *SARA Safety Manual*. Additionally, SARA staff will ensure that the any aspect of the project area that has potential to create unsafe conditions for staff or visitors is addressed promptly and appropriately. Once an area or feature is identified as potentially unsafe, appropriate measures will be taken to prevent the public from accessing unsafe areas or features as needed and in coordination with the City of San Antonio Park Police.

3.0 EVENT-BASED ACTIVITIES

3.1 Security & Emergency Response Standards

Security and emergency response within the project is the primary responsibility of the San Antonio Park Police and the City of San Antonio Office of Emergency Management. SARA will work closely with these entities to ensure security and emergency response needs are met.

3.2 Structural Failure Standards

In the event that structural failure occurs within the project area, measures will be taken to reduce the potential for safety risks to the public such as closing off applicable areas to the public until the area is repaired or otherwise deemed safe for the public to access. SARA will engage individuals with expertise in the particular structure and/or failure as needed and in a timely manner in order to appropriately address the situation.

3.3 Event-based Litter and Debris Cleanup Standards

Excessive litter and debris within the projects commonly corresponds to certain events such as rain events, rises in the creek surface level, and increased use of the project areas during holidays or special public events. SARA will proactively prepare for these events to the degree possible. Measures to be taken include ensuring adequate trash receptacles are provided where possible for increased use expected during certain holidays, and monitoring the weather to anticipate the needs related to cleanup should rain events or creek rises occur. SARA will address litter cleanup as quickly as possible following the general prioritization described in Section 1.2. For creek rises that deposit large quantities of litter, SARA will make every effort to have all significant man-made litter removed within fourteen days of the event while first ensuring safety, secondly ensuring recreational use of the trail and also addressing any other higher priority tasks needed in the project area.

3.4 Vandalism & Graffiti Abatement Standards

Graffiti and vandalism, particularly in highly visible areas, will be addressed as quickly as possible. SARA has tested a variety of treatments for graffiti removal and has found that the best approach for removal is dependent on the material on which the graffiti has been placed as well as the material used for the graffiti (e.g. latex paint, automobile paint, etc.); and that certain products and/or techniques are better suited than others for specific applications. SARA will quickly address graffiti with the most appropriate treatment approach.

3.5 Aquatic Planting Weed and Algae Management Standards

Multiple aquatic planting areas have been incorporated into the San Pedro Creek Project. These features replicate natural riparian and wetland functions such as providing for bio filtration of pollutants, filtering of storm water, settling of sediment particles, and wildlife habitat. These aquatic planting areas vary in size and will receive direct input from storm water outfalls and streamflow. SARA will maintain the aquatic plantings on a regular basis to ensure function and appearance as designed. Management will require aquatic weed management as appropriate for the designed areas. Aquatic weeds are defined as any aquatic plant species non-native to the State of Texas as defined by the US Department of Agriculture or an aggressive native species that is negatively affecting project goals. In addition to aquatic weeds, algae is an important component of aquatic ecosystems, and in healthy river ecosystems, algae populations will increase and decrease under various natural conditions. Some conditions that are expected to occur within the project can result in excessive algae blooms. These conditions commonly experienced in the project areas include limited aquatic vegetation, low creek flows, little spring flow input, high air temperatures, high water temperatures and high nutrient composition of creek water. Typically, the algae is not harmful to the water quality, environment or the creek ecosystem and is mostly an aesthetic concern.

SARA will visually assess algae concentrations on a regular basis and determine whether treatment of the algae should be considered. If algae becomes a nuisance or appears to be negatively affecting the environment or use of the project in a significant manner, SARA will take steps to determine whether an algae treatment is warranted and that a treatment itself does not pose a potentially negative impact to the river ecosystem. In some instances, manual removal of the algae may be possible; but in other cases this approach may not be feasible and a chemical treatment may be necessary. If needed, water quality data will be collected to determine if the algae may be posing a negative threat to aquatic organisms by significantly depleting oxygen levels or other negative impact. If deemed necessary, an appropriate chemical treatment approach will be determined and carefully executed in coordination between SARA Watershed and Park Operations staff, SARA Environmental Sciences staff, and appropriate regulatory authorities.

3.6 Low Impact Development Feature Management Standards

Multiple Low Impact Development (LID) features have been incorporated into the San Pedro Creek Improvements Project. These features replicate natural landscape functions such as providing for bio filtration of pollutants, filtering of storm water, and settling of sediment particles. These features vary in size, shape and connectedness with the creek, and receive direct input from storm water outfalls, street runoff, and other stormwater sources. SARA will ensure the LID features are maintained on a regular basis to function as designed per best

management practices and established standards consistent with the San Antonio River Basin Low Impact Development Technical Guidance Manual.

3.7 Wildlife Management Standards

There is potential for problematic or nuisance wildlife to occur within the project. Wildlife species that may become problematic for project goals or public uses of the projects include aggressive bird species, domesticated animals including feral cats and stray dogs, and snakes may also pose similar problems for the project and public. SARA will address nuisance wildlife on a case-by-case basis with public safety as the top priority with consideration for the species functional role in the designed and intended ecosystem. Measures to be taken may include contacting and/or contracting with local animal control specialists for removal or management of the animal(s) in question.

Appendix A

Project Standards Summary

San Pedro Creek Culture Park
Operation and Maintenance Standards

Item #	Description	Occurrence
Hardscape		
1	Sidewalk/Concrete surfaces – power-wash	once every 6 months (or incident driven)
2	Stone walls & surfaces - power-wash	once every 6 months (or incident driven)
3	Metal handrails – paint touch-up	once each quarter
4	Restrooms – routine cleaning	scheduled daily – mornings/as needed
5	Restrooms – repairs	within 72 hours
6	Decorative rock under bridges	replenish annually (or incident driven)
7	Art- decorative and benches- power-wash	once every quarter (or incident driven)
Electrical		
8	Light post/pylon bulbs	within 2 weeks
9	Water feature pumps repairs	within 1 week – backups on hand
10	Preventative maintenance	annual electrician inspection
Landscape/Irrigation		
11	Planting beds – mulch/weed control	weekly
12	Turf grass – mow, weed control, edge	twice a month, seasonally
13	Irrigation/water feature pumps – system check	twice a month
14	Irrigation – repair	within 1 week
15	Shrub/Groundcover – trimming	twice a year
16	Tree/Shrub/Groundcover along walkways	monthly
17	Hazardous tree removal	as soon as possible/secure for public safety
18	Plant replacements/removal – minor	within two weeks, seasonal availability
19	Plant replacements/removal – major	frequency/timing dependent on climate and Seasonal availability/severity
20	Marsh feature thinning	once each quarter
21	Aquatic plantings	monthly during growing season (April-October)
Miscellaneous		
22	Trash cans	daily/as needed
23	Benches	daily/paint touch-up once/quarter
24	Drinking fountain	daily/as needed – repair within one week
25	Interpretive signs	clean/repair – weekly
26	Overlook structures	clean/repair – as needed
27	Graffiti	within 48 hours
28	Crest gates	per manufacturer's recommendation
29	Sweep creek for large floatable problems	weekly. Within 48 hours after a rain event
30	Litter in beds & water features	twice-per week
31	Art features inspections	quarterly
32	Algae	as needed based on label direction- preferably no more than 3 x's annually

Appendix B

Project Plant Lists

Phase 1, Segment 1 List

Qty	Scientific Name	Common Name	Size	Spacing	Insect Benefits
	SHADE TREES				
8	*Carya illinoinensis*	Pecan	3 1/2"-4" cal.	per plan	Larval host
50	*Platanus mexicana*	Mexican sycamore	3 1/2"-4" cal.	per plan	
2	*Quercus muehlenbergii*	Chinquapin oak	3 1/2"-4" cal.	per plan	Larval host
4	*Quercus texana*	Texas red oak	3 1/2"-4" cal.	per plan	
11	*Quercus virginiana*	Live Oak	3 1/2"-4" cal.	per plan	Larval host
7	*Taxodium distichum*	Bald cypress	3 1/2"-4" cal.	per plan	
43	*Taxodium mucronatum*	Montezuma cypress	3 1/2"-4" cal.	per plan	
8	*Ulmus crassifolia*	Cedar elm	3 1/2"-4" cal.	per plan	Larval host
	ORNAMENTAL TREES				
14	*Cercis canadensis var. texensis*	Texas redbud	8'-10' / 2"	per plan	Nectar host
8	*Chilopsis linearis*	Desert willow	20" box / 1 1/2"	per plan	
4	*Ilex decidua*	Possumhaw	6'-8' / 1 3/4"	per plan	
6	*Sophora secundiflora*	Texas Mountian Laurel	14'-12' / 5"	per plan	Larval host
14	*Styphnolobium affine*	Eve's Necklace	8'-10' / 2"	per plan	
1	*Rhus lanceolata*	Prairie flameleaf sumac	8'-10' / 2"	per plan	
	SHRUBS				
51	*Callicarpa americana*	American beautyberry	5 gal.	por plan	
24	*Leucophyllum frutescens 'Compacta'*	Compact Texas Sage	5 gal.	per plan	Larval & Nectar host
25	*Leucophyllum frutescens 'Thunder Cloud'*	Thunder Cloud Texas Sage	5 gal	per plan	Larval & Nectar host
45	*Myrica cerifera*	Dwarf wax m rtle	5 gal	per plan	Nectar host
669	*Salvia greggii*	Autumn sage	5 gal	30" o c	Larval host
34	*Tecoma stans*	Esperanza	5 gal	per plan	
	VINES				
278	*Gelsemium sempervirens*	Carolina jessamine	1 gal.	36" o.c.	
	GROUND COVERS				
1849	*Dichondra argentea*	Silver Ponyfoot	1 gal.	18" o.c.	
3494	*Phyla nodiflora*	Frogfruit	1 gal.	12" o.c.	Larval host
1469	*Rivina humilis*	Pigeonberry	1 gal.	18" o.c.	
	PERENNIALS				
267	*Asclepias tuberosa*	Butterfly Milkweed	1 gal.	18" o.c.	Larval & Nectar host
42	*Malvaviscus arboreus var. drummondii*	TurksCap	5 gal.	per plan	Nectar host
1788	*Salvia farinacea*	Mealy blue sage	1 gal.	18" o.c.	
623	*Salvia roemeriana*	Cedar sage	1 gal.	12" o.c.	
481	*Wedelia acapulcensis var. hispida*	Zexmenia	1 gal.	24" o.c.	
	AGAVES				
9	*Hesperaloe parviflora 'Breaklights'*	Red Yucca	5 gal.	per plan	Larval host
	GRASSES				
2343	*Bouteloua curtipendula*	Sideoats grama	1 gal.	24" o.c.	
2509	*Chasmanthium latifolium*	Inland sea oats	1 gal.	24" o.c.	Larval host
857	*Muhlenbergia capillaris*	Gulf muhly	3 gal.	24" o.c.	
948	*Muhlenbergia lindheimeri*	Lindheimer's muhly	1 gal.	36" o.c.	
367	*Nassella tonuissima*	Mexican Feather Grass	1 gal.	12" o.c.	
3272	*Schizachyrium scoparium*	Little bluestem	1 gal.	18" o.c.	Larval host
550	*Tripsacum dactyloides*	Eastern gama grass	1 gal.	36" o.c.	Larval host
	AQUATIC PLANTS				
852	*Equisetum hyemale*	Horsetail	1 qt.	18" o.c.	
79	*Nymphaea elegans*	Blue Water Lily	1 qt.	18" o.c.	
736	*Nymphaea mexicana*	Yellow Water Lily	1 qt.	18" o.c.	
443	*Nymphaea odorata*	American White Water Lily	1 qt.	18" o.c.	
1647	*Pontederia cordata*	Pickerelweed	1 qt.	18" o.c.	
2067	*Sagittaria latifolia*	Arrowhead	1 qt.	18" o.c.	

Exhibit E

Minimum Flow Requirements

The total annual water budget demand for San Pedro Creek Improvements Project is 188.4 acre-feet per year. Water needed will be obtained from the supplemental supply of the City of San Antonio Recycle Water from the San Antonio River to San Pedro Creek (through a pump and 6" recycled water line installed along Arsenal Street) at a rate of 1 cubic foot per second, to a maximum supplemental supply of 300 acre-feet per year.