

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E. Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; City Clerk; City Attorney; File

SUBJECT: Execution of Interlocal Agreements with Suburban Cities for Participation in the Regional Flood Control, Drainage and Storm Water Management Program

DATE: May 20, 2004

SUMMARY AND RECOMMENDATIONS

This resolution expresses the City Council's support for the continued collaboration among the City of San Antonio, Bexar County, and the San Antonio River Authority and authorizes the execution of 18 Suburban City Interlocal Agreements.

Staff recommends approval of this resolution.

BACKGROUND INFORMATION

The Interlocal Agreement (ILA) for Regional Flood Control between Bexar County, City of San Antonio and the San Antonio River Authority was approved December 12, 2002. Under Article V, Subsection "Suburban Cities and Military Bases" of the original agreement states the parties involved agree to promote the participation of the 24 Suburban Cities in Bexar County and allows for the parties and Suburban Cities to enter into an interlocal agreement which further defines Suburban Cities responsibilities and benefits in the Regional Management Program.

As of this date, 18 of the 24 Suburban Cities in Bexar County have considered and approved the Interlocal Agreement to join in the Regional Flood Control, Drainage and Storm Water Management Program. The Suburban City representative has met with the remaining 6 cities and they have all committed to schedule consideration of the Interlocal Agreement on their respective city council agendas in the near future.

On March 1, 2004, the Regional Flood Control, Drainage and Storm Water Committee of Six, approved the Suburban City Interlocal Agreements to be bundled and presented as a group to the San Antonio City Council, Bexar County Commissioners Court and the San Antonio River Authority Board of Directors for approval. Once approved, the agreements will be executed. As

other suburban cities approve the agreement, they will be approved and executed in the same manner.

POLICY ANALYSIS

Approval of this resolution is consistent with the City's policy to collaborate with Bexar County and the San Antonio River Authority and other agencies on the planning and development of drainage improvements in all watersheds within Bexar County.

FISCAL IMPACT

There is no financial impact associated with this resolution.

COORDINATION

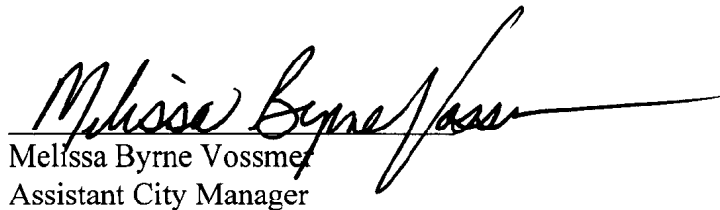
This request for resolution has been coordinated with the City Attorney's office, the City Clerk's Office, Bexar County, the San Antonio River Authority and the Suburban City representative.

SUPPLEMENTARY COMMENTS

Copies of the 18 Suburban City Interlocal Agreements are attached.

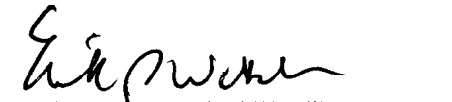
 5/7/04

Thomas G. Wendorf, P. E.
Director of Public Works



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

TGW/mf

The 24 Suburban Cities in Bexar County are as follows:

| | | |
|------------------|----------------------|----------------|
| Alamo Heights | Helotes | Schertz |
| Balcones Heights | Hill Country Village | Selma |
| Castle Hills | Hollywood Park | Shavano Park |
| China Grove | Kirby | Somerset |
| Converse | Leon Valley | St. Hedwig |
| Elmendorf | Live Oak | Terrell Hills |
| Fair Oaks | Lytle | Universal City |
| Grey Forest | Olmos Park | Windcrest |

The 18 Suburban Cities that have signed Interlocal Agreements are as follows:

| | | |
|----------------------|----------------|----------------|
| Alamo Heights | Hollywood Park | Selma |
| Balcones Heights | Kirby | Shavano Park |
| Castle Hills | Leon Valley | Somerset |
| China Grove | Live Oak | Terrell Hills |
| Converse | Olmos Park | Universal City |
| Hill Country Village | Schertz | Windcrest |

Resolution 04-R - 05

**A RESOLUTION BY THE CITY OF SCHERTZ, TEXAS, AUTHORIZING
THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT TO
COORDINATE UNIFORM REGIONAL FLOOD CONTROL,
DRAINAGE, AND STORM WATER MANAGEMENT IN BEXAR
COUNTY, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council of the City of Schertz, Texas (the "City"), has been requested to enter into an Interlocal Agreement with the City of San Antonio, Texas ("San Antonio"), Bexar County, Texas ("Bexar County"), and San Antonio River Authority ("SARA"), and several other suburban cities, a copy of which is attached hereto as Exhibit A (the "Agreement"), to coordinate uniform regional flood control, drainage, and storm water management in Bexar County (the "Regional Management Program"); and

WHEREAS, the Regional Management Program will be managed by the Management Committee (described in the Agreement), which shall consist of one representative each of San Antonio, Bexar County, and SARA; and

WHEREAS, the Committee of Seven (described in the Agreement), which shall consist of two members each of the San Antonio City Council, Bexar County Commissioners Court, and SARA and one representative from the suburban cities (including the City) that execute the Agreement (the "Suburban Cities"), shall provide direction to the Management Committee; and

WHEREAS, the City desires to enter into the Agreement solely to (i) promote cooperation among the Committee of Seven, the Management Committee, San Antonio, Bexar County, SARA, and the Suburban Cities in connection with the Regional Management Program and (ii) receive benefits from inclusion and participation in the Regional Management Program; and

WHEREAS, the City understands that it will not surrender any of its sovereign powers by entering into the Agreement; and

WHEREAS, the City understands that it will have no financial obligation to San Antonio, Bexar County, SARA, the Suburban Cities, or any other party for any project proposed or implemented in connection with the Regional Management Program or any other costs, including any administrative costs, as a result of entering into the Agreement unless otherwise agreed to in writing by the City; and

WHEREAS, the City understands that no operational, design, maintenance, financial, or other requirements in connection with the Regional Management Program may be imposed on the City as a result of entering into the Agreement unless otherwise agreed to in writing by the City; and

WHEREAS, the City understands that it may withdraw from the Agreement, with or without cause, at any time by giving written notice to the Management Committee; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes the City to enter into the Agreement; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, THAT:

SECTION 1: The City Council hereby authorizes the City to enter into the Agreement.

SECTION 2: The City Council hereby authorizes the City Manager to execute the Agreement on behalf of the City.

SECTION 3: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 4: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 8: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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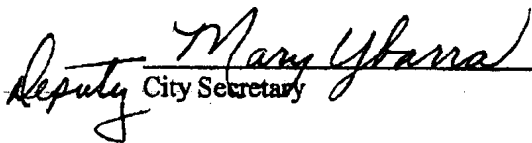
PASSED, ADOPTED AND APPROVED on this the 14th day of April, 2004.

CITY OF SCHERTZ, TEXAS



Mayor

ATTEST:


Deputy City Secretary

(CITY SEAL)

RESOLUTION 1569

A RESOLUTION APPROVING AN
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO, TEXAS,
BEXAR COUNTY, TEXAS, SAN ANTONIO
RIVER AUTHORITY, AND CITY OF LIVE
OAK FOR REGIONAL FLOOD CONTROL,
DRAINAGE AND STORM WATER
MANAGEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE
OAK, TEXAS:

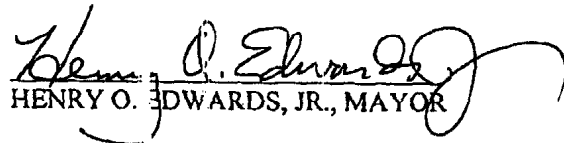
WHEREAS, this Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter; and,

WHEREAS, City of San Antonio, Bexar County, San Antonio River Authority, and City of Live Oak shall enter into an interlocal agreement for regional flood control, drainage and storm water management which establishes the Regional Management Program and,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, TEXAS:

1. The City of Live Oak shall enter into an interlocal agreement with City of San Antonio, Texas, Bexar County, Texas, San Antonio River Authority for regional flood control, drainage and storm water management as outlined in the attached interlocal agreement and authorizes the City Manager to execute said agreement.

PASSED and APPROVED this the 13 day of January, 2004.


HENRY O. EDWARDS, JR., MAYOR

ATTEST:


PATTY COX, CLERK, CITY SECRETARY

03/29/04 MON 10:00 FAX 210 600 2100
03/29/04
December 10, 2003

| | | |
|-----------------|---|------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY |
| | § | SUBURBAN CITY: _____ |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and _____, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

December 10, 2003

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

05/28/04 MON 10:04 FAX 210 690 2100
CITY OF EL PASO, TEXAS
December 10, 2003

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SALTA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY'S available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: _____

BY: Joseph W. PantierDATE 1-13-04Title: City ManagerATTEST: Patty Cox, TRMCCity Secretary

December 10, 2003

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§
§

INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS

BEXAR COUNTY, TEXAS

SAN ANTONIO RIVER AUTHORITY

SUBURBAN CITY: City of Universal City

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and City of Universal City, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

December 10, 2003

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

December 10, 2003

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____ DATE: _____
Title: _____

BEXAR COUNTY

BY: _____ DATE: _____
Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____ DATE: _____
Title: _____

SUBURBAN CITY: The City of Universal City, Texas

BY: Wesley D. Baker DATE: _____
Title: Mayor

ATTEST: Cheryl Patten

STATE OF TEXAS

COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT BETWEEN
§ CITY OF SAN ANTONIO, TEXAS
§ BEXAR COUNTY, TEXAS
§ SAN ANTONIO RIVER AUTHORITY
§ SUBURBAN CITY: Somerset

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and Somerset, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

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The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

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REPRESENTATION ON COMMITTEES

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GRANT OPPORTUNITIES

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UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

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EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

September 10, 2003

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: Somerset

BY: Richard S. Faircloth

DATE: Jan. 23, 04

Title: Mayor

BY: _____

DATE: _____

Title: _____

BY: _____

DATE: _____

Title: _____

| | | |
|-----------------|---|--|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY |
| | § | SUBURBAN CITY: <u>CITY OF WINDCREST, TEXAS</u> |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and CITY OF WINDCREST, TEXAS, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: CITY OF WINDCREST

BY: 

DATE: February 23, 2004

JACK H. LEONHARDT

Title: MAYOR 

ATTEST: _____

RONNIE CAIN, CITY SECRETARY

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§
§

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS
SAN ANTONIO RIVER AUTHORITY
SUBURBAN CITY: TERRELL HILLS**

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and Terrell Hills, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual

capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement

and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

December 10, 2003

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

CITY OF TERRELL HILLS

BY: J. Bradford Camp

DATE: 1/22/04

Title: Mayor

ATTEST: Cel Johnson

STATE OF TEXAS

COUNTY OF BEXAR

§ **INTERLOCAL AGREEMENT BETWEEN**
§ **CITY OF SAN ANTONIO, TEXAS**
§ **BEXAR COUNTY, TEXAS**
§ **SAN ANTONIO RIVER AUTHORITY**
§ **SUBURBAN CITY: _____**

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and THE CITY OF SELMA, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

Law Offices of
RALPH BROWN, P. C.
2008 N. W. MILITARY HWY.
SAN ANTONIO, TEXAS 78213-2184
(210) 341-6642
FAX NO. (210) 341-6939

Ralph Brown
David W. Ross

January 20, 2004

Via facsimile (210) 735-6889

Marc Schnall
745 E. Mulberry, Suite 900
San Antonio, Texas 78212

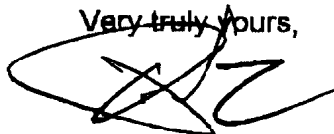
Re: Suburban City interlocal agreement

Dear Marc:

As we discussed in our telephone conversation, the Financial Participation section of the draft Suburban City interlocal agreement provides that each Suburban City will annually identify all funds that may be available to support Regional Projects identified to provide benefits to the Suburban City; the Suburban City, the City of San Antonio, Bexar County and San Antonio River Authority will work together to determine an appropriate share of funding required by the Suburban City to support the Regional Management Program; and the Suburban City will financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit the Suburban City, subject to the Suburban City's available resources. As indicated by the annual determination of funding levels by the Suburban City and the "subject to available resources" phrase, each Suburban City's financial participation, as well as the financial participation of the City of San Antonio, Bexar County and San Antonio River Authority, is subject to its usual appropriation process.

Please let me know if you have any questions or need any further information.

Very truly yours,



David W. Ross

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2004.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: SELMA, TEXAS

BY:  _____

DATE: FEBRUARY 9, 2004

Title: _MAYOR

ATTEST:  _____

| | | |
|-----------------|---|------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY, |
| | § | AND CITY OF OLMOS PARK |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and CITY OF OLMOS PARK, TEXAS, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of OLMOS PARK in the Regional Management Program. OLMOS PARK supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact OLMOS PARK to integrate that Regional Project with OLMOS PARK's programs and plans and to minimize disruption to OLMOS PARK's operations. OLMOS PARK shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with OLMOS PARK prior to

commencement of any such Regional Project. OLMOS PARK shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within OLMOS PARK.

CAPITAL IMPROVEMENT PROJECTS

OLMOS PARK will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. OLMOS PARK will provide SARA all information and studies regarding existing and future programs and projects of OLMOS PARK so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

OLMOS PARK will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to OLMOS PARK. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by OLMOS PARK to support administration of the Regional Management Program and identified Regional Projects. OLMOS PARK agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit OLMOS PARK, subject to OLMOS PARK'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

OLMOS PARK will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the OLMOS PARK.

Nothing in this Agreement is intended to preempt the authority of the OLMOS PARK's governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support OLMOS PARK's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

OLMOS PARK will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate OLMOS PARK in the development of best management practices and standards for project design, operations and maintenance. OLMOS PARK agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of OLMOS PARK, as agreed to and included as part of the adopted Watershed Master Plan, subject to OLMOS PARK's available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the 21st day of January, 2004.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

OLMOS PARK

BY: _____

DATE: 1/25/04

Title: Mayor

ATTEST: Celia H. DeLeon

STATE OF TEXAS

COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT BETWEEN
§ CITY OF SAN ANTONIO, TEXAS
§ BEXAR COUNTY, TEXAS
§ SAN ANTONIO RIVER AUTHORITY
§ SUBURBAN CITY: LEON VALLEY

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and _____, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: LEON VALLEY

BY: [Signature]

DATE: _____

Title: _____

ATTEST: _____

STATE OF TEXAS

COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT BETWEEN
§ CITY OF SAN ANTONIO, TEXAS
§ BEXAR COUNTY, TEXAS
§ SAN ANTONIO RIVER AUTHORITY
§ SUBURBAN CITY: Kirby, Texas

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and _____, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

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GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2004.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: Kirby, Texas _____

BY:  _____

DATE: _____

Title: _____

ATTEST: _____

STATE OF TEXAS

COUNTY OF BEXAR

§ INTERLOCAL AGREEMENT BETWEEN
§ CITY OF SAN ANTONIO, TEXAS
§ BEXAR COUNTY, TEXAS
§ SAN ANTONIO RIVER AUTHORITY
§ SUBURBAN CITY: TOWN OF
HOLLYWOOD PARK, TEXAS

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and the TOWN OF HOLLYWOOD PARK, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

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inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

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Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as

December 10, 2003

part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the 16th day of December, 2003.

CITY OF SAN ANTONIO

BY: _____ DATE: _____
Title: _____

BEXAR COUNTY

BY: _____ DATE: _____
Title: _____

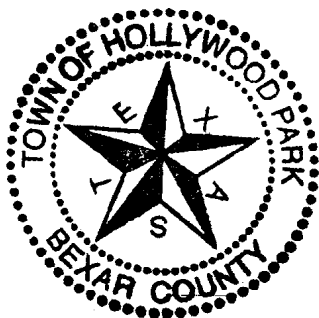
SAN ANTONIO RIVER AUTHORITY

BY: _____ DATE: _____
Title: _____

TOWN OF HOLLYWOOD PARK

BY: *Alan C. Matting* DATE: December 16, 2003
Title: Mayor

ATTEST: *Barbara M. Hallak*



ORDINANCE NO. 898

**AN ORDINANCE ADOPTING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO, BEXAR COUNTY, SAN ANTONIO RIVER
AUTHORITY, AND THE CITY OF HILL COUNTRY VILLAGE REGARDING
WATERSHED MANAGEMENT, PLANNING, AND PROJECTS**

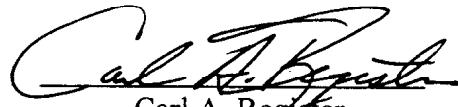
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF HILL COUNTRY VILLAGE, TEXAS:

Section 1. The Mayor or Mayor Pro-Tem is hereby authorized and directed to execute the Interlocal Agreement between the City of San Antonio, Bexar County, San Antonio River Authority and the City of Hill Country Village attached hereto and incorporated herein.


Section 2. No payments are hereby authorized for any projects under said contract by the City of Hill Country Village and the City Council will review any proposed expenditure for projects on a project specific basis and will then accept or reject any request for funding.

Section 3. The Mayor, Mayor Pro-Tem, and City Administrator are directed to send a copy of this Ordinance with the signed Interlocal Agreement to all necessary parties.


PASSED AND APPROVED THE 15TH DAY OF JANUARY 2004.


Carl A. Register
Mayor Pro-Tem

ATTEST:


David J. Harris
City Administrator
Acting City Secretary

APPROVED AS TO FORM:


Steven Arronge
City Attorney

STATE OF TEXAS

COUNTY OF BEXAR

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§
§
§
§

INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS
SAN ANTONIO RIVER AUTHORITY
HILL COUNTRY VILLAGE, TEXAS

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and HILL COUNTRY VILLAGE, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

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REPRESENTATION ON COMMITTEES

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The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

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EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the 15th day of January, 2004.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: HILL COUNTRY VILLAGE

BY:  _____

DATE: January 15, 2004

Carl A. Register
Mayor Pro-Tem

ATTEST:  _____

David J. Harris
City Administrator
Acting City Secretary

STATE OF TEXAS

COUNTY OF BEXAR

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§
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§
§

INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS
SAN ANTONIO RIVER AUTHORITY
SUBURBAN CITY: Converse

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and City of Converse, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: _____

BY: _____

DATE: 1-20-04

Title: Mayor

ATTEST: A. J. Heubergmeier



STATE OF TEXAS

COUNTY OF BEXAR

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**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS
SAN ANTONIO RIVER AUTHORITY
SUBURBAN CITY: CASTLE HILLS**

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and CITY OF CASTLE HILLS, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of CITY OF CASTLE HILLS in the Regional Management Program. CITY OF CASTLE HILLS supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact CITY OF CASTLE HILLS to integrate that Regional Project with CITY OF CASTLE HILLS' programs and plans and to minimize disruption to CITY OF CASTLE HILLS operations. CITY OF CASTLE HILLS shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with CITY OF CASTLE HILLS prior to

commencement of any such Regional Project. CITY OF CASTLE HILLS shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within CITY OF CASTLE HILLS.

CAPITAL IMPROVEMENT PROJECTS

CITY OF CASTLE HILLS will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. CITY OF CASTLE HILLS will provide SARA all information and studies regarding existing and future programs and projects of CITY OF CASTLE HILLS so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the CITY OF CASTLE HILLS' representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the CITY OF CASTLE HILLS' representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

CITY OF CASTLE HILLS will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to CITY OF CASTLE HILLS. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by CITY OF CASTLE HILLS to support administration of the Regional Management Program and identified Regional Projects. CITY OF CASTLE HILLS agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit CITY OF CASTLE HILLS. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

CITY OF CASTLE HILLS will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the CITY OF CASTLE HILLS.

Nothing in this Agreement is intended to preempt the authority of the CITY OF CASTLE HILLS' governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support CITY OF CASTLE HILLS' component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

CITY OF CASTLE HILLS will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate CITY OF CASTLE HILLS in the development of best management practices and standards for project design, operations and maintenance. CITY OF CASTLE HILLS agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures with the jurisdiction and responsibility of the CITY OF CASTLE HILLS, as agreed to and included as part of the adopted Watershed Master Plan, subject to the CITY OF CASTLE HILLS available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, DATED AND EXECUTED AS SHOWN
BELOW.

CITY OF SAN ANTONIO

BY: _____ DATE: _____
Title: _____

BEXAR COUNTY

BY: _____ DATE: _____
Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____ DATE: _____
Title: _____

CITY OF CASTLE HILLS:

BY: MARCY HARPER DATE: JANUARY 13, 2004

Title: MAYOR

ATTEST:


DENISE KERR, CITY SECRETARY



| | | |
|------------------------|----------|-------------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY |
| | § | SUBURBAN CITY: Alamo Heights |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and the City of Alamo Heights, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

December 10, 2003

commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

December 10, 2003

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the ____ day of _____, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: CITY OF ALAMO HEIGHTS

BY: [Signature]

DATE: 1/12/04

Title: MAYOR PRO TEMPORE

ATTEST: Ausar Rash

December 10, 2003

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|-----------------|---|------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY |
| | § | SUBURBAN CITY: SHAVANO PARK |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and SHAVANO PARK, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to commencement of any such Regional Project. SUBURBAN CITY shall participate in the annual capital improvement planning process. The annual planning process shall include the

December 10, 2003

development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within a SUBURBAN CITY.

CAPITAL IMPROVEMENT PROJECTS

SUBURBAN CITY will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. SUBURBAN CITY will provide SARA all information and studies regarding existing and future programs and projects of SUBURBAN CITY so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the SUBURBAN CITY representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the SUBURBAN CITY representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

December 10, 2003

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY's component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY's available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the 23rd day of March, 2004.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

December 10, 2003

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

SUBURBAN CITY: SHAVANO PARK

BY: Ferris L. Haack

DATE: 4/22/04

Title: MAYOR

ATTEST: Brian Harrison

December 10, 2003

STATE OF TEXAS

COUNTY OF BEXAR

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§

INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANTONIO, TEXAS
BEXAR COUNTY, TEXAS
SAN ANTONIO RIVER AUTHORITY
SUBURBAN CITY: China Grove

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and China Grove, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement, collectively referred to as the PARTIES. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of SUBURBAN CITY in the Regional Management Program. SUBURBAN CITY supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact SUBURBAN CITY to integrate that Regional Project with SUBURBAN CITY's programs and plans and to minimize disruption to SUBURBAN CITY's operations. SUBURBAN CITY shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with SUBURBAN CITY prior to

December 10, 2003

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

SUBURBAN CITY will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to SUBURBAN CITY. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by SUBURBAN CITY to support administration of the Regional Management Program and identified Regional Projects. SUBURBAN CITY agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit SUBURBAN CITY, subject to SUBURBAN CITY'S available resources. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

SUBURBAN CITY will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of the SUBURBAN CITY.

Nothing in this Agreement is intended to preempt the authority of the SUBURBAN CITY'S governing body.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support SUBURBAN CITY'S component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

SUBURBAN CITY will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate SUBURBAN CITY in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures within the jurisdiction and responsibility of the SUBURBAN CITY, as agreed to and included as part of the adopted Watershed Master Plan, subject to the SUBURBAN CITY'S available budget resources.

December 10, 2003

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, the 1st day of April, ~~2003~~ 2004 a.c.

CITY OF SAN ANTONIO

BY: _____ DATE: _____
Title: _____

BEXAR COUNTY

BY: _____ DATE: _____
Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____ DATE: _____
Title: _____

SUBURBAN CITY: CHINA GROVE

BY: [Signature] DATE: 4-1-04
Title: Mayor

ATTEST: Susan Conway
City Secretary

| | | |
|-----------------|---|------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT BETWEEN |
| | § | CITY OF SAN ANTONIO, TEXAS |
| COUNTY OF BEXAR | § | BEXAR COUNTY, TEXAS |
| | § | SAN ANTONIO RIVER AUTHORITY |
| | § | BALCONES HEIGHTS, TEXAS |

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district, and **BALCONES HEIGHTS**, a SUBURBAN CITY, as defined herein as an incorporated municipality within Bexar County whose governing board has adopted this Agreement. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

PURPOSE

COUNTY, COSA and SARA have entered into an interlocal agreement for regional flood control, drainage and storm water management, attached as Exhibit "A", which establishes the Regional Management Program. The definitions contained in Exhibit "A" apply to this agreement. COUNTY, COSA and SARA desire the participation of all governments in Bexar County in the Regional Management Program to achieve uniformity and consistency throughout Bexar County. COUNTY, COSA and SARA support the participation of **BALCONES HEIGHTS** in the Regional Management Program. **BALCONES HEIGHTS** supports the Regional Management Program and desires to participate in the Regional Management Program to receive the benefits that will come from inclusion in the Regional Management Program.

COORDINATION OF REGIONAL PROJECTS

COUNTY, COSA and SARA shall coordinate and collaborate on the planning and implementation of Regional Projects that may impact **BALCONES HEIGHTS** to integrate that Regional Project with **BALCONES HEIGHTS'** programs and plans and to minimize disruption to **BALCONES HEIGHTS'** operations. **BALCONES HEIGHTS** shall coordinate with the Regional Management Program flood control, drainage and storm water projects planned for implementation within the jurisdictional boundaries of the city that may have an impact beyond its jurisdiction to ensure coordination and collaboration with other activities in the watershed and the region and to coordinate with the development of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan.

The PARTIES will coordinate and discuss the possible need to acquire property by eminent domain for Regional Projects located in whole or in part with **BALCONES HEIGHTS** prior to commencement of any such Regional Project. **BALCONES HEIGHTS** shall participate in

the annual capital improvement planning process. The annual planning process shall include the development of a Five Year Capital Improvement Plan, which will identify Regional Projects, including project scope, estimated project budgets, propose project funding partners and project implementation schedule, and an Annual Capital Improvement Plan, which will detail the annual budget for Regional Projects scheduled for implementation that year and finalize the funding commitments for each project. The annual capital improvement planning process shall facilitate coordination of Regional Projects located in whole or in part within **BALCONES HEIGHTS**.

CAPITAL IMPROVEMENT PROJECTS

BALCONES HEIGHTS will provide the Management Committee with all hydraulic, hydrologic and water quality studies that have been, or will be, performed within its jurisdiction. These studies will be integrated into the water quality and water quantity models described in Exhibit "A" to identify projects and guide the development of the Regional Management Program. **BALCONES HEIGHTS** will provide SARA all information and studies regarding existing and future programs and projects of **BALCONES HEIGHTS** so that a determination may be made of the effect these programs and projects may have on the Regional Management Program.

REPRESENTATION ON COMMITTEES

To facilitate coordination of policy and technical expertise, those Suburban Cities that choose to participate in the Regional Management Program and enter into interlocal agreements with the PARTIES shall collectively appoint management and/or technical staff to participate in technical and planning committees. The Management Committee shall notify the participating Suburban Cities as to the number and composition of representatives the Suburban Cities shall have collectively on the technical and planning committees formed to support the Regional Management Program to include the Management Committee. The appointment process and term for representatives of the participating Suburban Cities on the technical and planning committees shall be determined by those Suburban Cities. The Management Committee shall be notified as soon as practical of the names and contact information of the staff and elected representatives appointed to represent the participating Suburban Cities. The appointed staff shall maintain the responsibility for coordinating the activities of the Regional Management Program with and among the participating Suburban Cities.

The Management Committee desires to be inclusive in the planning and implementation of the Regional Management Program and shall discuss issues relating to the coordination, planning and implementation of the Regional Management Program with participating Suburban Cities at no less than one (1) Management Committee meeting each month. The Management Committee shall invite the **BALCONES HEIGHTS** representative(s) appointed to serve on the Management Committee to attend Management Committee meetings when issues involving participating Suburban Cities are to be contemplated. The Management Committee shall inform the **BALCONES HEIGHTS** representative(s) on the Management Committee of the agenda items for each of the Management Committee meetings.

The participating Suburban Cities, collectively, will have one voting member on the Committee of Six. The Suburban Cities' representative shall be from a city that has executed this agreement and has been selected by the Bexar County Council of Cities administered through the Alamo Area Council of Governments.

FINANCIAL PARTICIPATION

BALCONES HEIGHTS will identify annually all funds that may be available to support the implementation of Regional Projects identified to provide benefits to **BALCONES HEIGHTS**. The availability of these funds will be incorporated into the Financial Model.

The PARTIES may work together to determine an appropriate share of funding required by **BALCONES HEIGHTS** to support administration of the Regional Management Program and identified Regional Projects. **BALCONES HEIGHTS** agrees to financially contribute an agreed upon amount on a project by project basis to Regional Projects that benefit **BALCONES HEIGHTS**. This financial contribution may be capital funding, right-of-way, maintenance, security, utility service or any combination, to include in-kind contributions. Funding for administration of the Regional Management Program may include costs associated with meetings, educational and information programs targeting residents within the participating Suburban Cities, and other related costs agreed to by the PARTIES.

BALCONES HEIGHTS will develop and fund its own projects and operations and maintenance that are not Regional Projects and all Local Projects within the jurisdictional boundaries of **BALCONES HEIGHTS**.

GRANT OPPORTUNITIES

The Management Committee will work with the participating Suburban Cities to seek out grant opportunities to support **BALCONES HEIGHTS'** component of the Regional Management Program.

UNIFORM DESIGN, OPERATIONS AND MAINTENANCE STANDARDS

BALCONES HEIGHTS will work with COUNTY, COSA and SARA in creating the Watershed Master Plan to integrate **BALCONES HEIGHTS** in the development of best management practices and standards for project design, operations and maintenance. SUBURBAN CITY agrees to comply with the uniform project design and operations and maintenance standards on flood control and storm water infrastructure, including natural waterways and improved structures with the jurisdiction and responsibility of the **BALCONES HEIGHTS**, as agreed to and included as part of the adopted Watershed Master Plan, subject to **BALCONES HEIGHTS'** available budget resources.

EXECUTED IN MULTIPLE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the 3rd day of November, 2003.

CITY OF SAN ANTONIO

BY: _____

DATE: _____

Title: _____

BEXAR COUNTY

BY: _____

DATE: _____

Title: _____

SAN ANTONIO RIVER AUTHORITY

BY: _____

DATE: _____

Title: _____

BALCONES HEIGHTS:

BY:  _____

DATE: 11.3.03

Title: Mayor