



CITY COUNCIL WORKSHOP MEETING AGENDA
JUNE 22, 2021 – 6:00 P.M.
CITY AUDITORIUM IN THE RUHMAN C. FRANKLIN MUNICIPAL BUILDING
303 W. MAIN ST., KENEDY, TX. 78119

Notice is hereby given of a City Council Workshop Meeting on the 22nd day of June, 2021 at 6:00 p.m. at which time business will be conducted in accordance with Local Government Code 551 as follows:

1. Call City Council Workshop meeting to order and establish a quorum is present.
 2. Prayer.
 3. Pledge of Allegiance.
 4. Discussion for Operations and Maintenance Agreement between the City of Kenedy and the San Antonio River Authority for the Escondido Creek Parkway.
 5. Adjourn.
-

Special Accommodations

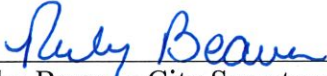
This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (830) 583-2230 or FAX (830) 583-2063 or email citysecretary@cityofkenedy.org for further information. Braille is not available.

The City Council of the City of Kenedy reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

Certification

I, Ruby Beaven, certify that the above notice of this Special Meeting of the City Council was posted at the front doors to the City Hall, 303 W. Main St., Kenedy, Texas on the 18th day of June, 2021 at 11:55 a.m.





Ruby Beaven, City Secretary

CITY COUNCIL AGENDA
Workshop Meeting: Tuesday, June 22, 2021

AGENDA ITEM: 4

Discussion for Operations and Maintenance Agreement between the City of Kenedy and the San Antonio River Authority for the Escondido Creek Parkway.

SUBMITTED BY: City Manager Linn

**OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF KENEDY AND THE SAN ANTONIO RIVER AUTHORITY
FOR THE ESCONDIDO CREEK PARKWAY**

This Operations and Maintenance Agreement (“AGREEMENT”), is made and entered into this _____ day of _____, 2021 and between City of Kenedy (“CITY”) and the San Antonio River Authority (“RIVER AUTHORITY”). The CITY and the RIVER AUTHORITY are individually referred to as a “PARTY” and are collectively referred to as “the PARTIES”.

RECITALS

WHEREAS, the CITY and RIVER AUTHORITY entered into a Letter AGREEMENT regarding Phase I development of the Escondido Creek Parkway dated October 17, 2012; and

WHEREAS, the CITY and RIVER AUTHORITY entered into a lease (“LEASE”) for the property to be improved with the Escondido Creek Parkway (“PROJECT”) dated October 4, 2018; and

WHEREAS, the RIVER AUTHORITY has contributed significant funding for the construction of the PROJECT; and

WHEREAS, the CITY owns the Escondido Creek Parkway property and has contributed funding for the construction of the PROJECT; and

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

WHEREAS, the LEASE provides that both PARTIES will develop a Maintenance Plan that is mutually agreeable and which is also acceptable to the Escondido Creek Oversight Committee; and

WHEREAS, the PARTIES wish to memorialize the Maintenance Plan so as to document respective rights and responsibilities of the PARTIES regarding operations and maintenance of the PROJECT; and

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

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

ARTICLE I AGREEMENT

SECTION 1.1 – GENERAL

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

1.1.2 TERM

This AGREEMENT becomes effective on the execution date of the last signatory to the AGREEMENT ("Effective Date"). initial term of this AGREEMENT shall be thirty (30) years from the Effective Date unless terminated at an earlier date as provided in the AGREEMENT and shall renew automatically upon the expiration of the preceding term for eight (8) additional five (5) year terms unless one of the PARTIES gives the other PARTY written notice of its desire not to renew the AGREEMENT at least one hundred twenty (120) days prior to the expiration of the current term or the extended term. The obligations and responsibilities of the PARTIES under this AGREEMENT commence upon the acceptance date by RIVER AUTHORITY of Phase of the PROJECT. The PARTIES recognize that certain obligations, such as capital repairs, may be covered by the contractor's warranty so the PARTIES' obligations may be delayed until the end of the warranty period.

SECTION 1.2 - COVERAGE & RESPONSIBILITIES

The operations and maintenance roles and responsibilities of the PARTIES set out in this AGREEMENT are limited to Phases 1, found in **EXHIBIT A**. Additional Phases may be added to this AGREEMENT by mutual consent of the PARTIES through the execution of an amendment(s) by the PARTIES.

1.2.1 RIVER AUTHORITY:

The RIVER AUTHORITY shall:

1. Plan, execute and fund the normal and customary operations and maintenance set forth in the Operations and Maintenance Appendix, as well as the day-to-day management and administration of the PROJECT. The RIVER AUTHORITY will not assume responsibility for the operation and maintenance of any components of the PROJECT that have not been approved of and accepted by the RIVER AUTHORITY. The responsibility for the operation and maintenance of any components that are installed without the RIVER AUTHORITY's approval will remain with the installing party.

2. Fund the cost of utilities for the electric service and lighting of the PROJECT, telecommunications for RIVER AUTHORITY facilities and water service for the rest rooms, splash pad and drinking fountains on the PROJECT.
3. Fund contract services as needed and as determined by the RIVER AUTHORITY.
4. Organize, promote and administer special events on the PROJECT.
5. Be responsible for the maintenance of public art installed within the PROJECT limits and for the curation, administration and management of future public art within the PROJECT.
6. Operate and manage the venues, recurring events, and special events that occur on the PROJECT, in accordance with **ARTICLE II** of this AGREEMENT.
7. Fund Capital Repairs and Capital Art Repairs needed on the PROJECT, as provided in Section 14.1 of the LEASE.
8. RIVER AUTHORITY shall purchase at its expense all extended construction warranties deemed necessary by RIVER AUTHORITY from the contractor, subcontractors and suppliers for all installed systems, materials, fixtures, landscaping components, and architectural treatments to support the operation and maintenance of PROJECT all being components being cared for by RIVER AUTHORITY as further provided in Section 1.2.1. The PARTIES will purchase all warranties included in the construction specifications and will assign these warranties to the RIVER AUTHORITY. The PARTIES anticipate most systems and components will have a standard warranty so the RIVER AUTHORITY will be purchasing extended warranties as it deems necessary.

1.2.2 CITY

The CITY shall:

1. Be responsible for emergency response, including police, fire and EMS. The CITY shall be responsible for the provision and regulation of all CITY services for the PROJECT to include adequate and dedicated security, police and fire protection and control, search and rescue/recovery operations; vehicle, bicycle, and pedestrian movements; evacuation operations; and hazardous material response.
2. Use its best efforts to alert citizens within the confines described and/or graphically shown on Exhibit A, of eminent flood danger; potential or actual flood conditions; Weather Bureau bulletins; on-site observations and other emergency situations. Information on emergency conditions and alerts shall be coordinated through the CITY Fire Department Office of Emergency Management, the CITY Police Department, and CITY Public Works.
3. Be responsible for the operation and maintenance of existing storm water outlets, and existing and new storm water inlet equipment including appropriate regulations and infrastructure necessary to adequately ensure appropriate management of stormwater and illicit sources of discharge to attain non-hazardous standards before being released into Escondido Creek
4. Approve of the design of any proposed public art to be added to bridges along the PROJECT, and shall own, operate, and maintain all PROJECT enhancements to streets and bridges.
5. Fund Capital Repairs and Capital Public Art Repairs as provided in Section 14.1 of the LEASE.

6. Review and approve the Standards and Schedules of Performance developed by RIVER AUTHORITY as provided in Section 2.4 and will participate in the annual PROJECT inspection as provided in **SECTION 2.5**.

SECTION 1.3 - MODIFICATIONS

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

ARTICLE II GENERAL CONDITIONS

SECTION 2.1 - RIGHTS-OF-WAY

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

SECTION 2.2 - ENCROACHMENTS

The CITY and RIVER AUTHORITY shall use their authority and best efforts to prevent encroachments or trespasses within the rights-of-way of the PROJECT, improvements from being passed over, under or through the rights-of-way of the PROJECT, excavation or construction within the rights-of-way of the PROJECT or any changes being made to the rights- of-way of the PROJECT without the prior written consent of the PARTIES.

SECTION 2.3 - MAINTENANCE SCHEDULE

The RIVER AUTHORITY has developed and will adhere to its Standards and Schedules of Performance for waterways, horticulture, sanitation and other general maintenance activities for the PROJECT as described on the attached **EXHIBIT B**. The Standards and Schedules of Performance shall provide procedures for the operation and maintenance of hardscape, landscape, the Escondido Creek channel, and public art. The schedules shall set the minimum standards and schedules for general maintenance activities, but may be adjusted, as necessary, if significant events modify the annual standards and schedules. Modifications to the Standards and Schedules of Performance shall be mutually agreed to by the Parties. The Parties agree to work in good faith to evaluate any proposed modification in a collaborative manner.

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

SECTION 2.4 - MAINTENANCE INSPECTIONS

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

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

SECTION 2.5 - SPECIAL EVENTS

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

SECTION 2.6 - VENDORS

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

SECTION 2.7- REVENUE

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

ARTICLE III GENERAL OPERATING PROCEDURES

SECTION 3.1 - UTILITIES AND SERVICES

3.1.1 UTILITIES

Provision of utilities and other related services for the PROJECT shall be the responsibility of the RIVER AUTHORITY and are limited to: electricity, potable water, sewer, gas, garbage and trash disposal, janitorial services, telephone service and data transfer services as they are related to the operation of the PROJECT.

SECTION 3.2 - MATERIAL STORAGE

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

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

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

Access shall be made available immediately in the event of a major flood or other catastrophic occurrence involving the PROJECT.

SECTION 3.4 - COORDINATION AND COOPERATION

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

ARTICLE IV MISCELLANEUS

SECTION 4.1 - CONFLICT RESOLUTION

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

SECTION 4.2 - TRANSFER OF RIGHTS

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

SECTION 4.3 - ENTIRE AGREEMENT

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

SECTION 4.4 – INFORMATIONAL

SECTION 4.5 - TERMINATION

4.5.2 In the event of a dispute between the PARTIES, the PARTIES will negotiate in good faith to resolve such dispute. In the event the PARTIES are unable to resolve the dispute and a PARTY feels the dispute will prevent the PARTIES from carrying out their responsibilities and obligations, as set forth in this AGREEMENT, the PARTY shall notify the other PARTY and PARTIES shall proceed to mediate the dispute. If the dispute is not resolved among the PARTIES, any PARTY desiring to withdraw from the PROJECT must provide the other PARTY with 120 days written notice of termination. The withdrawing PARTY must pay the cost of those obligations for which it would be responsible under this AGREEMENT up through the termination date. Notwithstanding the provisions of this Section 4.5.2, a PARTY remains entitled to pursue all legal remedies available for disputes that cannot be resolved through mediation.

4.5.4 In the event that RIVER AUTHORITY discontinues the provision of operation and maintenance of the PROJECT, CITY, as owner of the improved property, shall provide operation and maintenance of the PROJECT as may be funded by its governing board. The PARTIES agree and acknowledge that lease section 6.3 provides that all improvements, including any such recreational equipment, planters, artwork, or other amenities, on the property shall become the property of the CITY without compensation to RIVER AUTHORITY upon the termination of the lease.

SECTION 4.6 - NOTICES

If to CITY: City Manager
City of Kenedy
303 W. Main St
Kenedy, TX 78119

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SECTION 4.7 - COMPLIANCE WITH LAWS AND ORDINANCES

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

SECTION 4.8 - LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 4.9 - TEXAS LAW TO APPLY

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

SECTION 4.10 - AMENDMENT

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

SECTION 4.11 - RELATIONSHIP OF THE PARTIES

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

SECTION 4.12 - FORCE MAJEURE

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

SECTION 4.13 - NO THIRD PARTY BENEFICIARY

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

SECTION 4.14 -NON-APPROPRIATION

The PARTIES have projected the costs for this AGREEMENT and expect to pay all obligations of this AGREEMENT from their respective projected revenues. All obligations of the PARTIES are subject to annual appropriations by their respective governing bodies. Notwithstanding anything in this AGREEMENT to the contrary, in the event either PARTY should fail to appropriate funds to pay any of that PARTY'S obligations under this AGREEMENT, then the obligations of that PARTY under this AGREEMENT shall terminate, and the sole option and remedy of the other PARTY shall be to terminate this AGREEMENT by written notice, and neither PARTY shall have any further duties or obligations hereunder, except those that expressly survive.

SECTION 4.15 - MULTIPLE COUNTERPARTS

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

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

Executed on this day _____ of _____ 20__.

SAN ANTONIO RIVER AUTHORITY

Suzanne B. Scott
General Manager

Date: _____

ATTEST:

Steven T. Graham, P.E., Assistant General Manager

APPROVED AS TO FORM:

Allison Elder, Director of Legal Services

CITY OF KENEDY

By: _____
Joe Baker, Mayor of Kenedy

Date:

ATTEST:

City Clerk

Date: _____

ESCONDIDO CREEK OVERSIGHT COMMITTEE

By: _____
Chairman

Date: _____

EXHIBIT A- ESCONDIDO CREEK PARKWAY PROJECT BOUNDARY

EXHIBIT B - STANDARDS AND SCHEDULES OF PERFORMANCE

Operations and Maintenance Plan for Escondido Creek Parkway
September 1, 2020

Prepared by:

San Antonio River Authority
Watershed and Park Operations Department
100 E Guenther Street
San Antonio, Texas 78204



**THE SAN ANTONIO RIVER AUTHORITY
OPERATIONS AND MAINTENANCE PLAN
FOR ESCONDIDO CREEK PARKWAY**

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- Figure 1 Escondido Creek Parkway Location Map
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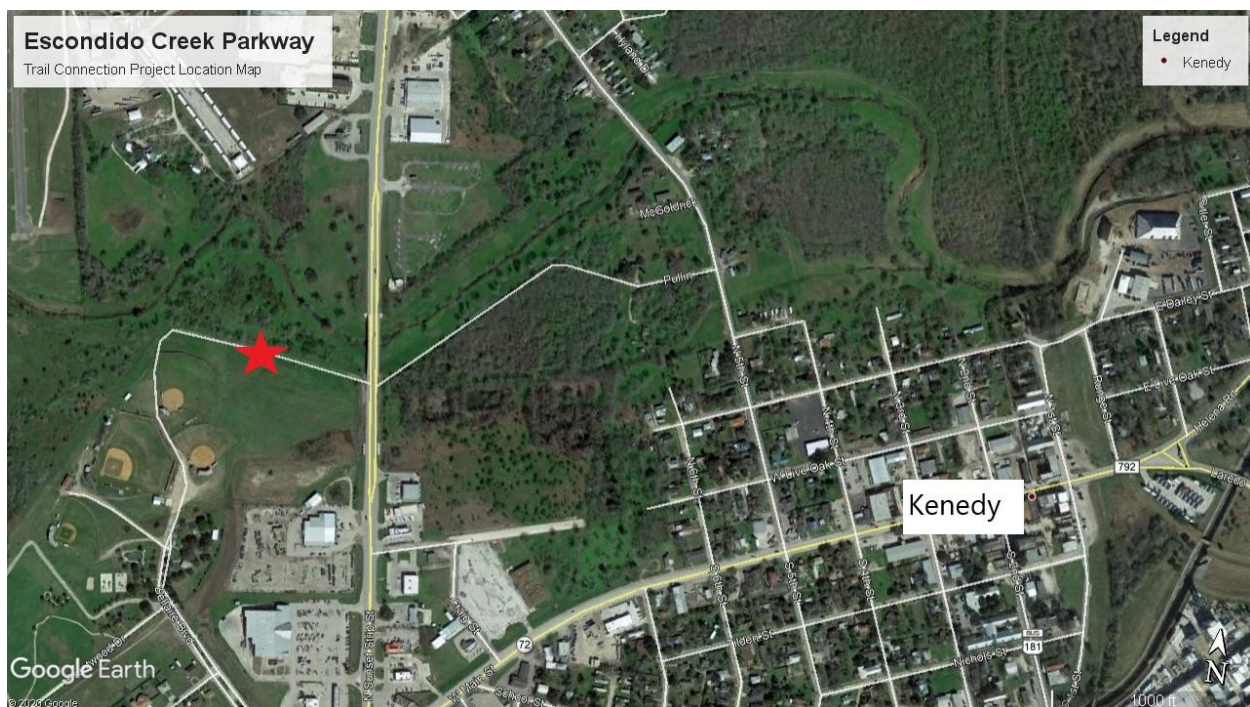
- Appendix 1 Operations and Maintenance Standards
- Appendix 2 Project Plant List

THE SAN ANTONIO RIVER AUTHORITY OPERATIONS AND MAINTENANCE PLAN FOR ESCONDIDO CREEK PARKWAY

1.0 INTRODUCTION

The San Antonio River Authority (River Authority) is responsible for operations and maintenance (O&M) of the Escondido Creek Parkway by a Long Term Lease (Lease) between the River Authority and the City of Kenedy (City). This project is located between US Highway 181 and 5th Street in the City of Kenedy, County of Karnes, Texas as shown in **FIGURE 1**.

FIGURE 1. Escondido Creek Parkway Project Location Map



The Escondido Creek Parkway Project is a vision to create an attractive linear park with features that allow the community new opportunities to sit, stroll, run, play and enjoy the outdoors along a waterway full of benefits. It will function as a safe thoroughfare, connecting Joe Gulley Park and sports fields to homes and schools by providing trails under Highway 181. The Escondido Creek Parkway Project is supported by private donations and thrives because of enthusiasm of our volunteers and advocates.

For purposes of this plan, the River Authority has classified O&M activities into two major categories including routine activities and event-based activities. Routine activities are those activities that occur on a regular basis including O&M associated with vegetation, hardscape, recreational features, and litter/debris removal. Routine activities are described in further detail in Section 2.0. Event-based O&M activities are those activities that occur periodically, often unexpectedly, such as safety concerns and vandalism; and

these activities are described in further detail in Section 3.0. A summary of O&M standards are included in **EXHIBIT B**. For all O&M activities, the River Authority prioritizes and addresses tasks in the following general order:

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

2.0 ROUTINE ACTIVITIES

2.1 Vegetation Management Standards

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

2.1.1 Formal Landscape Areas

The formal landscape beds have been designed to achieve specific aesthetics and are managed to retain a formal appearance. Plants consist of species native to the project area and/or Texas. O&M activities within the project area will be completed with the goal of maintaining a formal landscape appearance consistent with the design intent. Considerations for seasonality and dormancy need to be taken into account. Typical O&M activities within these areas include removal of weeds; replacement of mulch, rock, and/or decomposed granite as identified in **APPENDIX A**.

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

Formal Landscape Weed Management

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

Formal Landscape Replacement/Remedial Planting

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

Formal Landscape Irrigation

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

Formal Landscape Insect Pest Management

There may be a need for management of insect pests within the formal landscape areas. Insect pest management in these areas will be completed as needed following best management practices for integrated pest management. Considerations should always be given to non-target impacts and pollinator species that may be negatively affected by insect pest management activities. Please see below general guidelines in **Figure 2**.

Figure 2. Formal Landscape Area Insect Pest Management Guidelines

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

Formal Landscape Woody Plant Management

Native and non-native woody plants will volunteer, or come in on their own, within the project area. All volunteer non-native woody plants within the management area will be targeted for removal. Native woody plants that volunteer in the project will be considered for preservation depending on their general health, location, and species.

Native woody volunteers will be removed if they have potential to compromise infrastructure, hardscape, intended recreational uses, views, or otherwise negatively affect the project goals. Removal of woody species is typically completed during the Fall and Winter months. The River Authority utilizes multiple treatment methods including the cut stump method for herbicide treatment to reduce incidence of re-sprouts.

2.1.2 Informal Landscape Areas

The majority of the Escondido Creek Parkway planted areas is not formally designed but is instead intended to look and function in a dynamic manner as the plants would under natural conditions with minimal alteration or manipulation.

Informal Planting Weed and Volunteer Species Management

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

2.2 Recreational Feature Standards

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

2.2.1 Pedestrian Sidewalk

There is a hike and bike trail that runs throughout the Project area. Recreational use of the trail shall be maintained by removal of material from the trail surface that is impeding its use such as deposition of silt, debris or downed trees as needed.

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

2.2.2 Trash and Recyclable Receptacles and Mutt Mitt Stations

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

2.2.3 Benches

Numerous benches have been installed in the project. Fifteen of these features are composed of recycled plastic materials on metal frames with an additional thirteen stone cut benches. Routine maintenance shall include power washing surfaces and otherwise ensuring that structures and features are in usable condition.

2.2.4 Public Restrooms

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

2.2.5 Signage

Numerous way-finding, project map and interpretive signs have been installed in the project. These signs provide directional information as well as educational information about the project

and associated historical and cultural features. Routine maintenance shall include power washing, waxing and otherwise keeping the signage clean and readable.

2.2.6 Public Art

In general, the River Authority completes routine maintenance of art features. Sub agreements will be developed any time public art is installed.

2.2.7 Playground

Two playgrounds have been installed at the project. One playground is for 3-5-year olds and the other for 6-12 year olds. There are shade canopies installed.

2.2.8 Skate Park

Installed a 2,200 sq ft skate park to include three barriers. Routine maintenance includes power washing quarterly, and blowing off the feature daily.

2.2.9 Splash Pad

Installed 5,300 sq. ft. splash pad with 22 features. Routine maintenance includes power washing the concrete pad, and debris removal from the spray features.

2.3 Site Litter & Debris Cleanup Standards

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

2.4 Site & Job Safety Standards

As mentioned in Section 1.0, safety is the top priority for River Authority. For day-to-day job and site safety procedures, River Authority staff will follow guidance in the River Authority Safety Manual. Additionally, River Authority staff will ensure that the any aspect of the project area that has potential to create unsafe conditions for staff or visitors is addressed promptly and appropriately. Once an area or feature is identified as potentially unsafe, appropriate measures will be taken to prevent the public from accessing unsafe areas or features as needed and in coordination with the City of Kenedy Police Department.

3.1 EVENT-BASED ACTIVITIES

3.2 Security & Emergency Response Standards

Security and emergency response within the project is the primary responsibility of the City of Kenedy Police and Karnes County Sherriff's Dept. The River Authority will work closely with these entities to ensure security and emergency response needs are met.

3.3 Structural Failure Standards

In the event that structural failure occurs within the project area, measures will be taken to reduce the potential for safety risks to the public such as closing off applicable areas to the public until the area is repaired or otherwise deemed safe for the public to access. River Authority will engage individuals with expertise in the particular structure and/or failure as needed and in a timely manner in order to appropriately address the situation. Structural failure occurrences will be evaluated by both Parties in accordance with section 14.1 of the Lease.

3.4 Event-based Litter and Debris Cleanup Standards

Excessive litter and debris within the projects commonly corresponds to certain events such as rain events, rises in the creek surface level, and increased use of the project areas during holidays or special public events. River Authority will proactively prepare for these events to the degree reasonably possible. Measures to be taken include ensuring adequate trash receptacles are provided where possible for increased use expected during certain holidays, and monitoring the weather to anticipate the needs related to cleanup should rain events or creek rises occur. River Authority will address litter cleanup as quickly as possible following the general prioritization described in Section 1.0. For creek rises that deposit large quantities of litter, River Authority will make every effort to have all significant man-made litter removed within fourteen days of the event while first ensuring safety, secondly ensuring recreational use of the trail and also addressing any other higher priority tasks needed in the project area.

3.5 Vandalism & Graffiti Abatement Standards

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

3.6 Low Impact Development Feature Management Standards

Two (2) Low Impact Development (LID) features have been incorporated into the Escondido Creek Parkway Project. These features replicate natural landscape functions such as providing for bio filtration of pollutants, filtering of stormwater, and settling of sediment particles. These features vary in size, shape and connectedness with the creek, and receive direct input from storm water outfalls, street runoff, and other stormwater sources. The River Authority will ensure the LID features are maintained on a regular basis to function as designed per best management practices and established standards consistent with the San Antonio River Basin Low Impact Development Technical Guidance Manual.

3.7 Wildlife Management Standards

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

Exhibit A

Escondido Creek Parkway Project Boundary

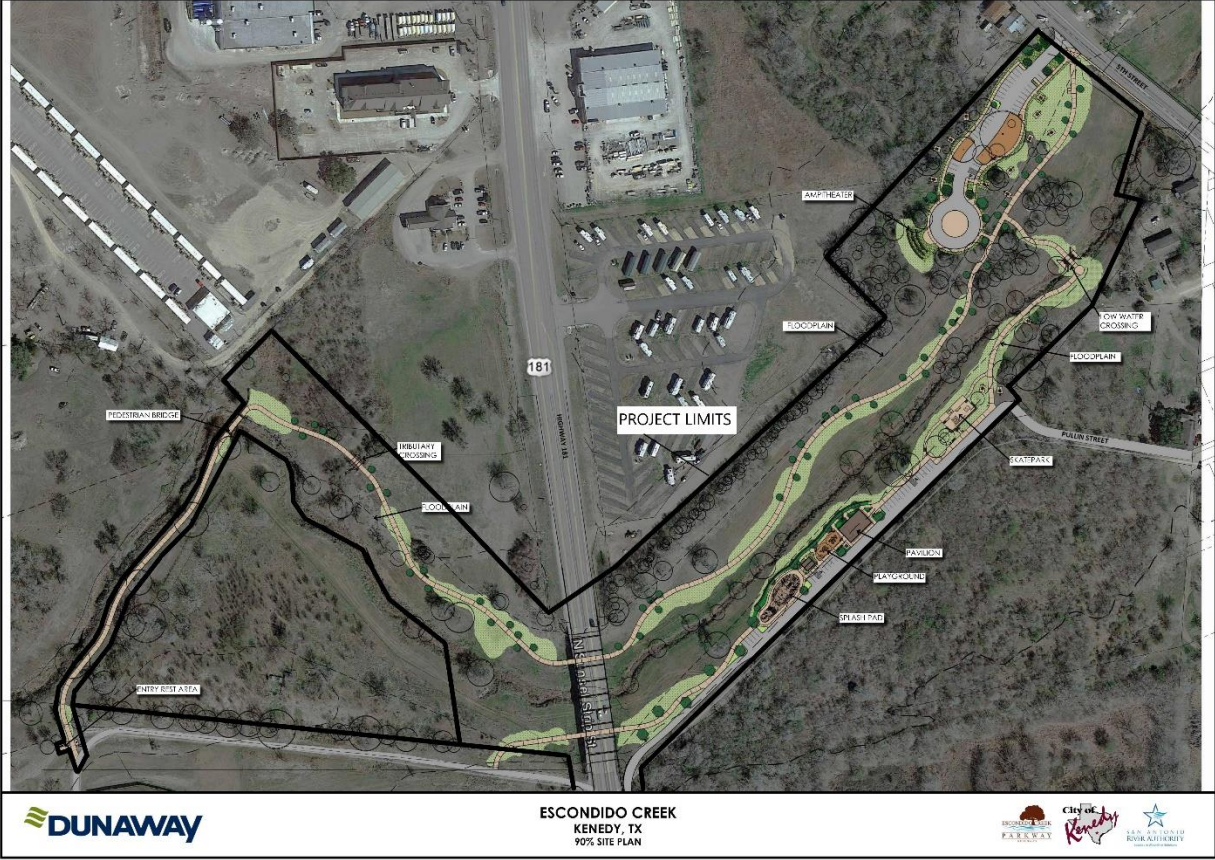


EXHIBIT B		
OPERATIONS AND MAINTENANCE STANDARDS SUMMARY		
ESCONDIDO CREEK PARKWAY OPERATION AND MAINTENANCE STANDARDS		
Item #	Description	Occurrence
Hardscape		
1	Sidewalk/Concrete surfaces -power-wash	once every 6 months (or incident driven)
2	Stone walls & surfaces - power-wash	once every 6 months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

APPENDIX A - Project Plant Lists

Midway Grass Mix TM		
Scientific Name	Common Name	Native American Seed PLS rates (lbs/acre)
<i>Amblyolepis setigera</i> (Helenium)	Huisache Daisy	
<i>Andropogon glomeratus</i>	Bushy Bluestem	
<i>Aristida purpurea</i> var. <i>longiseta</i>	Red Threeawn	
<i>Aristida purpurea</i> var. <i>wrightii</i>	Purple Threeawn	
<i>Bothriochloa barbindois</i>	Cane Bluestem	
<i>Bouteloua curtipendula</i>	Sideoats Grama	
<i>Bouteloua hirsuta</i> var. <i>Pectinata</i>	Tall Grama	
<i>Bouteloua rigidiseta</i>	Texas Grama	
<i>Bouteloua trifida</i>	Red Grama	
<i>Buchloe dactyloides</i>	Buffalograss	
<i>Chloris cucullata</i>	Hooded Windmillgrass	
<i>Digitaria californica</i>	Arizona cottontop	
<i>Elymus canadensis</i>	Prairie Wildrye	
<i>Eragrostis secundiflora</i>	Red Love Grass	
<i>Eragrostis trichodes</i>	Sand Lovegrass	
<i>Eriochloa sericea</i>	Texas Cupgrass	
<i>Hilaria belangeri</i> var. <i>belangeri</i>	Curly Mesquite	
<i>Leptochloa dubia</i>	Green Sprangletop	
<i>Nassella leucotricha</i>	Texas Wintergrass	
<i>Panicum hallii</i>	Halls Panicum	
<i>Pascopyrum smithii</i>	Western Wheatgrass	
<i>Ratibida columnifera</i>	Prairie Coneflower	
<i>Salvia farinacea</i>	Mealy Bluesage	
<i>Setaria vulpiseta</i>	Plains Bristlegrass	
<i>Sporobolus cryptandrus</i>	Sand Dropseed	
<i>Thelesperma filifolium</i>	Greenthread	
<i>Tridens albescens</i>	White Tridens	
<i>Tridens muticus</i>	Slim Tridens	
PLS rates (lbs/acre)		20.00

Butterfly Retreat Seed Mix TM		
Scientific Name	Common Name	Native American Seed PLS rates (lbs/acre)
<i>Amblyolepis setigera</i>	Huisache Daisy	
<i>Asclepias asperida</i>	Antelope Horns	
<i>Asclepias incarnata</i>	Swamp Milkweed	
<i>Asclepias speciosa</i>	Showy Milkweed	
<i>Asclepias syriaca</i>	Common Milkweed	
<i>Asclepias tuberosa</i>	Butterfly Weed	
<i>Asclepias viridis</i>	Green Milkweed	
<i>Callirhoe involucrata</i>	Winecup	
<i>Callirhoe leiocarpa</i>	Annual Winecup	
<i>Centaurea americana</i>	American Basketflower	
<i>Chamaecrista fasciculata</i>	Partridge Pea	
<i>Coreopsis basilis</i>	Golden-Wave	
<i>Coreopsis lanceolata</i>	Lanceleaf Coreopsis	
<i>Dalea purpurea</i> var. <i>purpera</i>	Purple Prairie Clover	
<i>Desmanthus illinoensis</i>	Illinois Burdockflower	
<i>Echinacea purpurea</i>	Purple Coneflower	
<i>Engelmannia peristenia</i>	Cutleaf Daisy	
<i>Gallardia pulchella</i>	Indian Blanket	
<i>Glandularia bipinnatifida</i>	Prairie Verbena	
<i>Liatris mucronata</i>	Gayfeather	
<i>Lupinus texensis</i>	Texas Bluebonnet	
<i>Machaeranthera tanacetifolia</i>	Tahoka Daisy	
<i>Monarda citridora</i>	Lemon Mint	
<i>Penstemon cobaea</i>	Foxglove	
<i>Rudbeckia hirta</i>	Black-eyed Susan	
<i>Salvia coccinea</i>	Scarlet Sage	
<i>Thelesperma filifolium</i>	Greenthread	
PLS rates (lbs/acre)		10.00

