

MINUTES

**REGULAR MEETING OF THE BOARD OF DIRECTORS**

SAN ANTONIO RIVER AUTHORITY

November 17, 2010, 2:00 p.m.



***GENERAL AND CEREMONIAL ITEMS:***

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. GAYLON J. OEHLKE, AT 2:00 P.M.**
2. **PLEDGE OF ALLEGIANCE WAS RECITED**
3. **THE BOARD SECRETARY, MR. ROBERTO G. RODRÍGUEZ, CALLED THE ROLL AND REPORTED THE FOLLOWING BOARD MEMBERS PRESENT:**

BEXAR COUNTY:

- Sally Buchanan (absent)
- Michael W. Lackey, P. E. (2:09 p.m. arrival)
- Hector R. Morales
- Názirite Rubén Pérez
- Roberto G. Rodríguez
- Thomas G. Weaver

GOLIAD COUNTY:

- Terry E. Baiamonte
- Adair R. Sutherland

KARNES COUNTY:

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

WILSON COUNTY:

- John J. Flieller
- A.D. Kollodziej, Jr. (absent)

4. **CERTIFICATION OF A QUORUM WAS ANNOUNCED BY THE SECRETARY, MR. RODRÍGUEZ**

**5. INTRODUCTION OF VISITORS**

Ms. Sanchez announced the visitors who were present in the audience.

**6. CITIZENS TO BE HEARD**

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

**7. EMPLOYEE RECOGNITIONS: AWARDING OF SERVICE PINS**

Chairman Oehlke and General Manager Scott recognized and presented service pins to Michelle Garza for her 20 years of service; Xavier Maldonado, Gail Clark, Yolanda McGinnis, and Linda Whitaker each for their 10 years of service; and Brad Olinick for his five years of service.

**8. SAN ANTONIO RIVER AUTHORITY BOARD OF DIRECTORS EXECUTIVE, COMMUNICATIONS, FISCAL AND OPERATIONS COMMITTEE; SPECIAL PURPOSE COMMITTEE; AND BOARD MEMBER CONFERENCE ATTENDANCE REPORTS**

- The Communications Committee Chair was not present to give a briefing, so it will be given at the next Regular Meeting on December 15.
- Operations Committee: a short briefing was given by Committee Chairman Ruckman regarding the last meeting held on November 8, 2010.
- Executive Committee: a short briefing was given by Committee Chairman Oehlke regarding the last meeting held on November 10, 2010.

***CONSENT AGENDA ITEMS:***

**9. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS HELD ON OCTOBER 20, 2010**

**10. APPROVAL OF AN INTERLOCAL AGREEMENT WITH SAN ANTONIO WATER SYSTEM FOR THIRD PARTY BILLING**

Attachments:

SAWS ILA

**11. APPROVAL OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BEXAR METROPOLITAN WATER DISTRICT FOR THIRD PARTY BILLING**

Attachments:

Bexar Met ILA

**12. RESOLUTION NO. R-1426 TO CONVEY A PERMANENT EASEMENT TO CPS ENERGY UNDER AND ACROSS ALAZAN CREEK IN BEXAR COUNTY, TEXAS**

Mr. Oehlke called for a motion that items 9 through 12, presented on the consent agenda, be passed and approved collectively.

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

Seconded by Hector R. Morales

Vote: 10 - 0 Passed

Other: Sally Buchanan (Absent)

A.D. Kollodziej, Jr. (Absent)

Attachments:

R-1426

Easement with Exhibit A

***INDIVIDUAL AGENDA ITEMS:***

**13. DISCUSSION AND APPROPRIATE ACTION REGARDING RESOLUTION NO. R-1428 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF APPROXIMATELY \$10,000,000 IN PRINCIPAL AMOUNT OF SAN ANTONIO RIVER AUTHORITY WASTEWATER SYSTEM REVENUE BONDS, SERIES 2010; APPROVING AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED THERETO INCLUDING A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; APPROVING THE FORM OF AN OFFICIAL STATEMENT; AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

Staff recommended a motion that Resolution No. R-1428 be passed and approved.

Motion made by Thomas G. Weaver

Seconded by H.B. Ruckman III

Vote: 10 - 0 Passed

Other: A.D. Kollodziej, Jr. (Absent)

Sally Buchanan (Absent)

**14. DISCUSSION AND APPROPRIATE ACTION REGARDING RESOLUTION R-1429 APPROVING AMENDMENT OF ARTICLE III, COMMITTEES, OF THE BYLAWS OF THE SAN ANTONIO RIVER AUTHORITY**

Staff recommended a motion passing and approving Resolution No. R-1429 amending Bylaws Article III, Committees, to include Section G, Attendance, as reflected in the attached draft.

Motion made by Thomas G. Weaver

Seconded by John J. Flieller

Vote: 10 - 0 Passed

Other: A.D. Kollodziej, Jr. (Absent)

Sally Buchanan (Absent)

Attachments:

Draft Bylaws Amendment

R-1429

**15. DISCUSSION AND APPROPRIATE ACTION REGARDING APPROVAL OF THE FUNDS MANAGEMENT POLICY, FN0002**

Staff recommended a motion that the Funds Management Policy, FN0002 with suggested changes by Ms. Baiamonte and Mr. Lackey, be passed and approved.

Motion made by Thomas G. Weaver

Seconded by H.B. Ruckman III

Vote: 9 - 1 Passed

Nay: Michael W. Lackey, P.E.

Other: A.D. Kollodziej, Jr. (Absent)

Sally Buchanan (Absent)

**16. DISTRIBUTION OF FINANCIAL STATEMENTS FOR THE PERIOD ENDING SEPTEMBER 30, 2010**

There being no action taken on this item, Mr. Oehlke called for Agenda Item 17.

**17. REVIEW AND DISCUSSION OF CONSULTANT SELECTION ACTIVITIES AND/OR CONSULTANT CONTRACT AUTHORIZATION, RENEWALS, AMENDMENTS OR EXTENSIONS:**

**REQUEST FOR PROPOSALS FOR CONSULTANT ENGINEERING FIRMS TO PROVIDE COOPERATING TECHNICAL PROVIDER**

## (CTP) PROFESSIONAL SERVICES

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

**18. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING ACTIVITIES ASSOCIATED WITH THE 82ND SESSION OF THE STATE LEGISLATURE AND A REPORT ON LOCAL, STATE AND FEDERAL ELECTION RESULTS**

There being no action taken on this item, Mr. Oehlke called for Agenda Item 19.

Attachments:

2010 Election Update

**19. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE ACTIVITIES OF THE BEXAR METROPOLITAN WATER DISTRICT LEGISLATIVE OVERSIGHT COMMITTEE**

Mr. Rodriguez went on record to say, "When I was initially approached as a potential member of the Committee that would serve in the role of conservator for BexarMet, I understood that we were to go in and help out as an oversight type situation where we were going to help train their employment department, personnel manager and since that time it's escalated into many different things. I no longer feel that it would be worth the trouble that I foresee coming our way. There's going to be a lot of angry people out there. They're already very angry. I don't think SARA needs to get involved just because other political entities here in the County or in the State *want* us to get involved and doing part of *their* work. It's a clear case of a big fish trying to swallow a little fish and there are 90,000 people out there. Our previous General Manager approached us in working with them because of the *many* similarities that there are between BexarMet and the San Antonio River Authority. One of the main things being that we have an elected Board. Now, its calling for the destruction of that Board. Now it's calling for legislation to dissolve that and I can see the intense lobbying trying to convince the people to do away with this Board. So, I agree with Mr. Lackey, I don't think it's going to be worth the trouble. This is going to be a two to three year thing and a potential black eye is going to be given to SARA for meddling in the affairs of BexarMet. I think that we ought to take a wait and see approach and see what develops in 60 to 90 days and then come back as a Board and decide something. We were going to help them in a situation where it would take from 18 months to two years and then they would be on their own with modifications and changes that would be coming in, but now I don't see that anymore. So, I'm not in favor that we be involved in any form, shape or manner."

Mr. Weaver recommended a motion that SARA not take any aggressive positions toward obtaining the role as a conservator; that SARA respond with information as

requested by the oversight committee; that SARA not do anything or make any decisions until after the legislation is drafted and outlines roles and responsibilities; and if it happens, that the Oversight Committee formally requests SARA to serve and we, as a Board, determine that SARA can do so without diluting SARA's Mission and by keeping the integrity of the SARA Board intact; that SARA can provide the requested role without liability; and that SARA can be remunerated for our services and that all terms and conditions of our role, if any, be brought to the Board to vote.

Motion made by Thomas G. Weaver

Seconded by Adair R. Sutherland

Vote: 10 - 0 Passed

Other: Sally Buchanan (Absent)

A.D. Kollodziej, Jr. (Absent)

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

There being no action taken on this item, Mr. Oehlke called for Agenda Item 21.

**21. GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:**

- **REVIEW OF QUARTERLY PERSONNEL REPORT;**
- **UPCOMING EVENTS CALENDAR;**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS; AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS**

There being no action taken on this item, Mr. Oehlke called for Agenda Item 22.

**22. ITEMS FOR FUTURE CONSIDERATION**

There being no action taken on this item, Mr. Oehlke called for Agenda Item 23.

**23. NEXT MEETING DATE**

It was decided that the next Regular meeting of the Board of Directors will be Wednesday, December 15, 2010, at 2:00 p.m.

**24. ADJOURN**

There being nothing further to report, Ms. Sutherland moved to adjourn. Mr. Oehlke called the meeting adjourned at 4:26 p.m.

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

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**SUZANNE B. SCOTT, General Manager**

**APPROVED BY THE BOARD OF DIRECTORS AT THE REGULAR MEETING HELD ON  
DECEMBER 15, 2010.**

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**GAYLON J. OEHLKE, Board Chairman**

**ATTEST:**

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**ROBERTO G. RODRÍGUEZ, Board Secretary**

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

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

**RECITALS**

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

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

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

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

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

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

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

**NOW THEREFORE:**

The Parties hereto agree as follows:

**1.00 Purpose and Scope of Services.**

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

**1.02 Scope of Services**

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

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

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

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

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

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

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

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

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

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

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

## **3.00 Payment for Services**

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

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

## **3.02 Remittance and Reporting.**

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

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

### **3.03 Other Fees.**

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

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

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

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

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

Liability policy data and the Additional Insured endorsement.

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

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

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

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

## **6.00 Default and Termination**

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

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

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

## **7.00 Miscellaneous Provisions.**

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

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

**If to SARA:**

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

**If to SAWS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**SAN ANTONIO RIVER AUTHORITY:**

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

Name: Suzanne B. Scott

Title: General Manager

**SAN ANTONIO WATER SYSTEM:**

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

Name: Robert R. Puente

Title: President/Chief Executive Officer

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

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COUNTY OF BEXAR §

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

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

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COUNTY OF BEXAR §

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

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

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

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

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

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

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

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

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

**AGREED AND ACKNOWLEDGED:**

**BEXAR METROPOLITAN WATER DISTRICT**

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

**SAN ANTONIO RIVER AUTHORITY**

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

**PERMANENT EASEMENT**

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

The San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas acting by its General Manager, hereunto duly authorized by Resolution No. 1426, passed and approved on November 17, 2010, hereinafter called GRANTOR, for and in consideration of the sum of Three Thousand, Seventy-two and 75/100 Dollars-----(\$3,072.75) cash in hand paid by CPS Energy , hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, a permanent right-of-way easement for the construction, reconstruction, repair, operation, maintenance, inspection, patrolling and/or removing of natural gas pipeline and with all necessary or desirable appurtenances, under and across Alazan Creek, San Antonio in Bexar County, Texas, said locations being more specifically described on the plat attached hereto as "Exhibit A".

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

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

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

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

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

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

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

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

SAN ANTONIO RIVER AUTHORITY

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

ATTEST:

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

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

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

# EXHIBIT "A"



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

## FIELD NOTES FOR VARIABLE WIDTH GAS AND ELECTRIC EASEMENT

0.094 of an acre, or 4,097 square feet, more or less, located in the City of San Antonio, Bexar County, Texas and being out of the Alazan Creek Flood Control Channel Easement conveyed to the San Antonio River Authority by ordinance recorded in Volume 4751, Pages 299-312 of the Deed Records of Bexar County, Texas. Said 0.094 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone;

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

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

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

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

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

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

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

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

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

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

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

Page 1 of 2

SAN ANTONIO / AUSTIN / HOUSTON

666 East Ramsey San Antonio, Texas 78216  
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

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

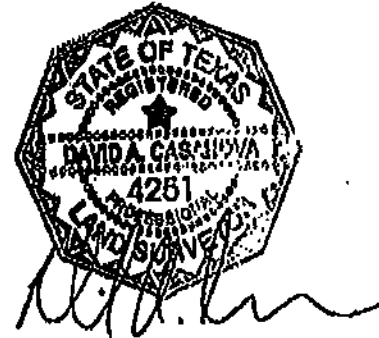
**THENCE:** along the east line of said 0.743 of an acre tract, the west line of said Flood Control Channel Basement, North 01°17'13" West a distance of 21.43 feet to the **POINT OF BEGINNING**, and containing 0.094 of an acres in the City of San Antonio, Bexar County, Texas, Said tract being described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

**PREPARED BY:** PAPE DAWSON ENGINEERS, INC.

**DATE:** July 28, 2010

**JOB No.:** 9112-10

**FILE:** N:\Survey10\10-9100\9112-10\WORD\0.094 Ac.doc



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**PAPE-DAWSON  
ENGINEERS**



( IN FEET )  
1 inch = 50 ft.

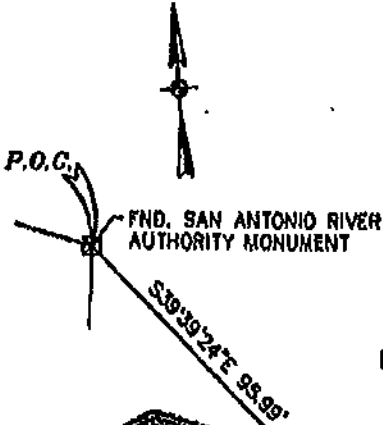
**DEED/PLAT REFERENCE**

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



**LOCATION MAP**  
N.T.S.

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S02°28'08"W | 14.01' |
| L2         | S51°38'02"W | 10.67' |
| L3         | N84°31'24"W | 2.41'  |
| L4         | N01°17'13"W | 21.43' |



**FLOOD CONTROL CHANNEL EASEMENT**  
VOLUME 4761, PAGE 299, D.R.



7-28-2010

0.743 OF AN ACRE  
N.O.B. 898  
VOLUME 8454,  
PAGE 1691, O.P.R.

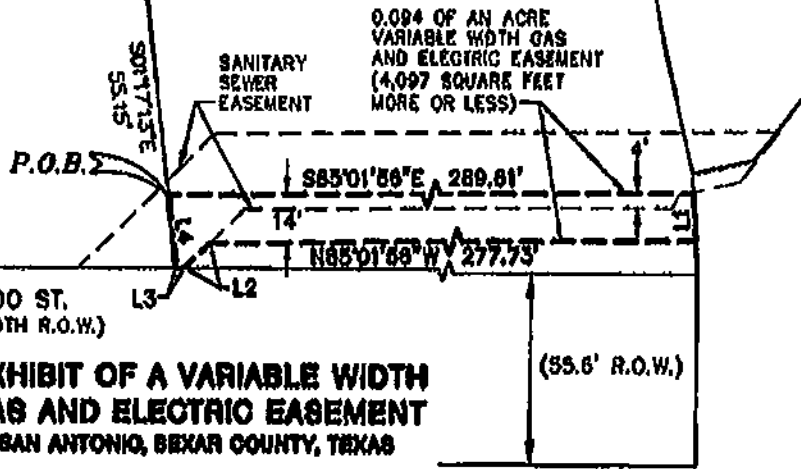
ALZAMIA CREEK

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

FND. 1/2" IRON ROD (BENT) ✕

**NOTES:**

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



S. LAREDO ST.  
(VARIABLE WIDTH R.O.W.)

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

(55.6' R.O.W.)

**PAPE-DAWSON  
ENGINEERS**

610 EAST BURNBY | SAN ANTONIO, TEXAS 78215 | 210.353.1234

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Order: 4/12/2010 2:35pm User: B: 32mmx44mm  
 File: C:\Survey\1012-0000\1012-00\1012-00\1012-00.dwg  
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RESOLUTION NO. R-1426

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ANTONIO RIVER AUTHORITY REGARDING THE AUTHORIZATION OF THE GENERAL MANAGER TO CONVEY A VARIABLE WIDTH PERMANENT EASEMENT TO CPS ENERGY UNDER AND ACROSS THE ALAZAN CREEK IN BEXAR COUNTY, TEXAS.

WHEREAS, the San Antonio River Authority owns the bed and banks of the San Antonio River beginning in the City of San Antonio and continuing to the confluence with the Guadalupe River; and

WHEREAS, CPS ENERGY is proposing to install a gas main under and across the Alazan Creek; and

WHEREAS, the gas main line will be bored under and across the Alazan Creek in Bexar County; and

WHEREAS, CPS ENERGY has requested that the San Antonio River Authority grant a variable width permanent easement to accommodate the gas main pipeline under and across the Alazan Creek in Bexar County, Texas.

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

It authorizes the General Manager to execute a variable width Permanent Easement between the San Antonio River Authority and CPS Energy for the construction, operation and maintenance of a gas main pipeline under and across the Alazan Creek in Bexar County, Texas.

PASSED AND APPROVED this the 17th day of November, 2010.

\_\_\_\_\_  
GAYLON J. OEHLKE, Board Chairman

ATTEST:

\_\_\_\_\_  
ROBERTO G. RODRÍGUEZ, Board Secretary



### ARTICLE III. Committees

To assist the Board of Directors in proper management and control of the affairs of the District, the Executive, Fiscal, Communications and Operations Committees are established.

1. Executive Committee. The Executive Committee shall generally review and provide recommendations to the Board of Directors concerning statute, bylaws, legislation, policies and strategic planning, or other matters at its discretion.
  - a. Members. The Executive Committee shall consist of six (6) members of the Board of Directors, three (3) of whom shall be from Bexar County, one (1) of whom shall be from Wilson County, one (1) of whom shall be from Karnes County, and one (1) of whom shall be from Goliad County, among whom shall be the Chairman, Vice-chairman, Secretary and Treasurer of the Board of Directors. If a Nominating Committee is appointed to recommend Directors to be nominated for Executive Committee positions, then the Nominating Committee shall recommend two (2) at large members to the Executive Committee. If a Nominating Committee is not appointed, then the Chairman of the Board of Directors shall appoint two (2) members to the Executive Committee. The General Manager shall be a member of the Executive Committee without any voting rights.
  - b. Officers.
    - i. Chairman. The Chairman of the Board of Directors shall be the Chairman of the Executive Committee.
    - ii. Vice-chairman. The Vice-chairman of the Board of Directors shall be the Vice-chairman of the Executive Committee.
    - iii. Secretary. The Secretary of the Board of Directors shall be the Secretary of the Executive Committee.
  - c. Term. If a Nominating Committee recommends Directors to be nominated for the positions of Chairman, Vice-chairman, Secretary, and Treasurer, then the members of the Executive Committee shall be confirmed by a majority vote of the Board of Directors from among its membership at the first regular meeting of the Board of Directors held in the month of December of each odd numbered year. If a Nominating Committee is not appointed, then the members of the Executive Committee shall be confirmed by a majority vote of the Board of Directors from among its membership at the first regular meeting of the Board of Directors held in the month of November of each odd-numbered year.

Executive Committee vacancies shall be filled by election at a regular meeting subsequent to the occurrence of such vacancies.

- d. Selection of General Counsel. The Executive Committee may provide input to the General Manager regarding the selection of General Counsel. The General Counsel's service may be continued from year to year based on acceptable performance.
2. Fiscal Committee. The Fiscal Committee shall generally review and provide recommendations to the Board of Directors concerning the audit, budget, salaries and benefits. Among these responsibilities, the Fiscal Committee shall be responsible for the duties outlined in Article VI, Fiscal Policy.
    - a. Selection of Auditor. The Committee shall be responsible for recommending to the General Manager the selection of the auditor to be engaged to perform the annual audit and may give direction to the audit firm on the audit plan, special concerns or any special requirements.
    - b. Annual Auditor's Report. Upon completion of the audit, the Committee will review the draft of the annual report, auditor's comments and recommendations on internal controls, and evaluate investment performance and security. The Fiscal Committee shall recommend to the Board of Directors whatever actions are necessary to fulfill filing requirements of the State of Texas and corrective actions or modifications to the District's policies or procedures determined necessary or desirable.
    - c. Periodic Review of Auditor. The current auditor may be continued from year to year for up to five years based on acceptable performance. No single audit firm shall conduct more than five consecutive audits unless the Board determines that it is in the best interests of the District. When selecting a new auditor, the Fiscal Committee shall evaluate proposals submitted from qualified audit firms in accordance with Fiscal Committee guidelines. The Fiscal Committee shall evaluate proposals submitted by qualified audit firms and make recommendations to the General Manager.
  3. Communications Committee. The Communications Committee shall generally review and provide recommendations to the Board concerning the media, community, other organizations and, inter-agency staff and Board relations.
  4. Operations Committee. The Operations Committee shall generally review and provide recommendations to the Board concerning existing and future operations; engineering and technical services; environmental sciences, park services, watershed management, water resources, and utility services activities.
  5. General Requirements for Committee Meetings.

- a. Fiscal, Communications and Operations Committee Members. For each Committee, the Committee shall consist of at least three (3), but not more than six (6), members of the Board of Directors.
- b. Fiscal, Communications and Operations Committee Member Terms. For each Committee, if a Nominating Committee is appointed to recommend Directors to be nominated for member positions, then the Nominating Committee shall nominate each member during the month of December of each odd-numbered year. If a Nominating Committee is not appointed, then the Chairman of the Board of Directors shall appoint each member during the month of December of each odd-numbered year. Confirmation of the appointments shall be approved by a majority vote of the Board of Directors from among its membership. Committee vacancies shall be either filled or Committee size reduced upon the Chairman's recommendation at a regular meeting of the Board subsequent to the occurrence of such vacancy.
- c. Fiscal, Communications and Operations Committee Officers. For the Communications and Operations Committees, if a Nominating Committee is appointed to recommend Directors to be nominated for the respective Chairman positions, then the Nominating Committee shall nominate a Chairman each for the Communications and Operations Committees during the month of December of each odd-numbered year. If a Nominating Committee is not appointed, then the Chairman of the Board of Directors will appoint a Chairman for each said Committee.

The Treasurer of the Board of Directors shall be the Chairman of the Fiscal Committee.

If a Nominating Committee is appointed to recommend Directors to be nominated for Vice-chairman and Secretary of the Communications, Operations, and Fiscal Committees, then the Nominating Committee shall make its recommendations to the Board during the first regular meeting of the Board in the month of December of odd-numbered years. If a Nominating Committee is not appointed for said purpose, then members of the Communications, Operations and Fiscal Committees shall appoint their respective Committee Vice-chairman and Secretary. Confirmation of Chairman appointment and Committee selection of officers shall be approved by a majority vote of the Board of Directors.

- d. Meetings. Meetings of a Board Committee may be called by its Chairman or by the General Manager and shall be held at the time and place deemed proper by the person calling the meeting.

- e. Minutes. Approved minutes of each meeting of a Committee shall be attested by the Committee Secretary or the Board of Directors' Assistant Secretary. Copies of these minutes shall be delivered to the Board of Directors. Minutes of each meeting of the Executive Committee where action is taken on policy decisions or advice concerning matters which arise between meetings of the Board of Directors or which authorize, on behalf of the District, the execution of an amount no greater than \$20,000, shall be submitted to the Board at its next regular meeting following each such meeting of the Executive Committee for approval by the Board of Directors. Said minutes, when so approved, shall constitute ratification and confirmation of the actions taken by the Executive Committee.
  
- f. Quorum. A quorum of Committee members constituting a majority of members assembled to legally transact Committee business depends on the number of members on the Committee. For a three-member Committee, two members present constitute a quorum. For four-, five- and six-member Committees, three, three and four members present constitute a quorum respectively.
  
- g. Attendance. Board members may, as a member of the public, attend meetings of Committees they are not members of, but may not participate in those meetings and will not receive a per diem for attending any such meeting. A Board member who attends a meeting of a Committee they are not a member of may only address that Committee during the citizens to be heard agenda item of that Committee meeting.

RESOLUTION NO. R-1429

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ANTONIO RIVER AUTHORITY AMENDING ITS BYLAWS, ARTICLE III, COMMITTEES, TO GOVERN NON-COMMITTEE MEMBER ATTENDANCE AT BOARD COMMITTEE MEETINGS

WHEREAS, the San Antonio River Authority (River Authority) Board of Directors previously has adopted Bylaws; and

WHEREAS, Article III, Committees, addresses the four Board Committees established to assist the Board of Directors in proper management and control of the affairs of the District; and

WHEREAS, said Article currently does not include a section addressing non-committee member attendance at committee meetings; and

WHEREAS, it is the wish of the Board of Directors to include policy that permits non-committee member attendance at committee meetings while preserving the integrity of the committee itself; and

WHEREAS, Article XXIV of the Bylaws requires that amendment to Bylaws be made by the affirmative vote of seven members of the Board of Directors, by resolution.

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

The River Authority Bylaws Article III, Committees, is amended by the addition of the following policy:

- g. Attendance. Board members may, as a member of the public, attend meetings of Committees they are not members of, but may not participate in those meetings and will not receive a per diem for attending any such meeting. A Board member who attends a meeting of a Committee they are not a member of may only address that Committee during the citizens to be heard agenda item of that Committee meeting.

PASSED AND APPROVED this the 17<sup>th</sup> day of November 2010.

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GAYLON J. OEHLKE, Chairman

ATTEST:

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ROBERTO G. RODRÍGUEZ, Secretary

CERTIFICATE OF SECRETARY

SAN ANTONIO RIVER AUTHORITY           §  
   §  
SAN ANTONIO, BEXAR COUNTY, TEXAS   §

I hereby certify the above and foregoing to be a duplicate original of Resolution No. R-1429 of the Board of Directors of the SAN ANTONIO RIVER AUTHORITY as passed and approved by the members of said Board at a regular meeting of the Board of Directors of said AUTHORITY held on November 17, 2010, in San Antonio, Bexar County, Texas, at which a quorum was present, as shown by the Minutes of said meeting.

IN TESTIMONY WHEREOF, witness my hand and the official seal of the SAN ANTONIO RIVER AUTHORITY on this the 17<sup>th</sup> day of November, A.D., 2010, in San Antonio, Bexar County, Texas.

\_\_\_\_\_  
ROBERTO G. RODRÍGUEZ, Secretary

## 2010 Election Update

### LOCAL ELECTIONS

#### **Bexar County**

**Bexar County Judge** – Nelson Wolff

#### **Bexar County Commissioners**

**Precinct 2** – Paul Elizondo

**Precinct 4** – Tommy Adkisson

#### **Wilson County**

**Wilson County Judge** – Marvin Quinney

#### **Wilson County Commissioners**

**Precinct 2** – Paul Pfeil

**Precinct 4** – Larry Wiley

#### **Karnes County**

**Karnes County Judge** – Barbara Najvar Shaw

#### **Karnes County Commissioners**

**Precinct 4** – Tracy Schendel

#### **Goliad County**

**Goliad County Judge** – David Bowman

#### **Goliad County Commissioners**

**Precinct 2** – Alonzo Morales

### STATE ELECTIONS

#### **Texas Senate**

**District 18** – Glenn Hegar

**District 19** – Carlos Uresti

**District 25** – Jeff Wentworth

#### **Texas House**

**\*House District 35** – Jose Aliseda

**\*House District 44** – Special election called for December 14<sup>th</sup> (John Kuempel, Robin Walker, and Gary Immon have filed) Robin Walker opposed Edmund Kuempel in the March primary and Immon is a lawyer from Schertz.

**House District 116** – Trey Martinez Fischer

**\* House District 117** – John V. Garza

**House District 118** – Joe Farias

**House District 119** – Roland Gutierrez

**House District 120** – Ruth McClendon

**House District 121** – Joe Straus

**\*House District 122** – Lyle Larson

**House District 123** – Mike Villarreal

**House District 124** – Jose Menendez

**House District 125 – Joaquin Castro**

**FEDERAL ELECTIONS**

**House District 15 – Ruben Hinojosa**

**House District 20 – Charlie Gonzalez**

**House District 21 – Lamar Smith**

**\*House District 23 – Francisco ‘Quico’ Canseco**

**House District 28 – Henry Cuellar**

Of note:

**House District 17 – Bill Flores defeated Chet Edwards**

**House District 27 – Blake Farenthold leads Solomon Ortiz and Representative Ortiz has requested a recount. Representative Ortiz has until Friday, November 12<sup>th</sup> to raise \$25,000 to cover the costs of the recount. If he does not submit \$25,000 with his petition for the recount the petition will not be accepted.**

**U.S. House of Representatives** is now in control of Republicans so all of the House committee chairs will be changing.

**House Transportation and Infrastructure (T&I) Committee Chairman** Jim Oberstar lost his reelection bid

**House Appropriations Committee Chairman** Dave Obey did not seek reelection