

RESOLUTION NO. 125

To appoint members of the Executive and Technical Committees of the Texas Colorado Floodplain Coalition

STATE OF TEXAS

COUNTY OF: BURNET

WHEREAS, the City of HIGHLAND HAVEN has agreed to participate in the Texas Colorado River Floodplain Coalition; and

WHEREAS, the Interlocal Agreement creating the Texas Colorado River Floodplain Coalition provides for each participating community to appoint representatives to the Executive and Technical Committees of the Coalition;

NOW, THEREFORE, BE IT RESOLVED, that this City Council hereby:

1. Appoints the following City of HIGHLAND HAVEN representatives to serve on two committees, one executive and one technical, to carry out the duties and responsibilities of these committee members as provided when the Interlocal Agreement creates the Texas Colorado River Floodplain Coalition; and

Executive Committee
Elected Officials

JAKE KALISVAART
(Primary Member)

(Alternate Member)

(Ex Officio Member)

Technical Committee
EMC/FPA

DONNA HARRIS
(Primary Member)

(Alternate Member)

2. Assures the other committee members that the above representatives will strive to diligently represent the City and will faithfully attend and contribute to the scheduled working committee meetings of the Coalition.

NOW, THEREFORE, on this _____ day of _____, 2001, in a meeting of the City Council of _____, Texas, duly convened and acting in its capacity as governing body of the City of _____, on motion of Council Member _____, seconded by Council Member _____, duly put and carried, this Resolution is hereby adopted.

Mayor, City of _____

ATTEST:

City Secretary

Texas Colorado River Floodplain Coalition Interlocal Agreement

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective JUNE 18, 2002, by and between the undersigned governmental entities (the "Parties") to create the Texas Colorado River Floodplain Coalition (the "Coalition"), whose representatives have signed this Agreement with the authorization of their governing bodies.

Preamble

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the natural resources and functions of riverine and coastal floodplains within the Colorado River basin help maintain the integrity of natural systems and provide multiple benefits such as the storage and conveyance of flood waters, recreation, the recharging of ground water, the maintenance of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, periodic flows on the Colorado River, its tributary streams and the Highland Lakes, cause extensive damage to property and loss of life; and

WHEREAS, the lower Colorado River basin is experiencing rapid population growth and continued development within the floodplains of the Colorado River and its tributaries; and

WHEREAS, local floodplain management programs in the lower Colorado River basin need assistance in the areas of technical expertise and review, emergency management, training for floodplain management and emergency operations, and legislative relations, and

WHEREAS, the actions of upstream and downstream communities along the Colorado River and its tributaries directly affect each other such that individual local goals for flood protection and abatement, drainage, transportation, greenway establishment and protection, and development can be better achieved through cooperative floodplain management; and

WHEREAS, building consensus among all affected stakeholders, however diverse, best provides an opportunity to establish mutually supportive partnerships and offers the benefits of commitment to basic goals and objectives and more meaningful implementation; and

WHEREAS, there does not presently exist a regional entity that can comprehensively address the region's floodplain management needs;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and subject to the conditions herein set forth, the Parties hereto covenant, agree, and bind themselves as follows:

Article One - Definitions

For the purposes of this Agreement, the following words and terms shall have the following meanings unless clearly indicated otherwise:

Base flood – the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Base flood elevation – the height of the base or the 100-year flood, usually in feet, in relation to the National Geodetic Vertical Datum of 1929, the North American Vertical Datum of 1929, or other datum referenced in the Flood Insurance Study Report.

Flood Insurance Rate Map (FIRM) – the official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the flood risk premium zones applicable to the community. Communities are originally mapped by the U.S. Army Corps of Engineers as a result of a Flood Insurance Study. Information shown on the maps is the geographical representation of information found in the Flood Insurance Study.

Floodplain – any land area susceptible to being inundated by flood waters from any source.

National Flood Insurance Program (NFIP) – A federal program created under the National Flood Insurance Act of 1968, 42 USC § 4001 *et seq.*, to provide the general public with the opportunity to obtain flood insurance at reasonable rates to cover damages to buildings and their contents caused by flooding; and to reduce future flood damages by requiring the regulation of new development in floodprone areas. The program is regulated under the Federal Insurance Administration, Federal Emergency Management Administration, with regulations in 44 CFR Part 60.

Article Two – Purpose of Agreement

The purpose of this Agreement is to accomplish the following goals and objectives:

- 2.1 To create a consensus-based coalition that seeks mutually agreeable solutions to common floodplain management problems through a collaborative process;

- 2.2 To facilitate local floodplain management and emergency management program coordination;
- 2.3 To stabilize and reduce flooding risks, minimize property damage and loss of life through the effective and consistent enforcement of all applicable laws and by discouraging development in flood hazard areas and encouraging responsible development in the floodplain;
- 2.4 To develop and implement a plan to update and maintain Flood Insurance Rate Maps for the Coalition communities;
- 2.5 To establish a single entity partner with state and federal floodplain and emergency management agencies;
- 2.6 To create a regional entity to coordinate with the Colorado River basin Congressional delegation, federal administration, state legislators, and others to accomplish the purposes of this Agreement;
- 2.7 To create an administrative structure through this Agreement to provide administrative functions and services for the Coalition and to provide a means for the Parties to negotiate agreements and obtain funding from state and federal agencies;
- 2.8 To assist the Parties with their training, technical assistance and public education needs with respect to floodplain management;
- 2.9 To create a mechanism for sharing ideas, programs and resources among the Parties;
- 2.10 To provide a public forum for floodplain management issues so that affected stakeholders and the public at large may have timely and meaningful notice and opportunity to comment on the activities of the Coalition;
- 2.11 To achieve or exceed, where appropriate, full and continuous compliance by the Parties with the National Flood Insurance Program (NFIP) and related state laws and regulations;
- 2.12 To encourage the Parties to coordinate other related programs such as their National Pollutant Discharge Elimination System (NPDES) stormwater permitting programs, on-site sewerage system programs, greenway and parks acquisition programs, and wetland preservation programs with their floodplain management permitting program in order to achieve floodplain management goals; and

- 2.13 To encourage the consideration and use, where appropriate, of cost-effective alternatives to structural controls that may also provide recreational and environmental benefits including, but not limited to, the acquisition of open areas and significant wetlands through voluntary agreements with landowners, the acquisition of structures in the floodplain and their relocation, and the use of tax incentives and recognition programs.

Article Three – Accords

The Parties agree to do the following:

- 3.1 **Training, Education and Technical Assistance:** The Parties agree to establish a training, education and technical assistance program to provide assistance to local floodplain management programs. This shall include an education program for locally elected officials, regulated community and the general public. The program shall also include an incentives/recognition program for local floodplain management programs.
- 3.2 **Floodplain Management Program Assessment Guidance Manual:** The Parties shall develop a Floodplain Management Program Assessment Guidance Manual containing recommended floodplain development permitting criteria, flood damage mitigation measures, common assessment methodologies, common application forms that are consistent with National Flood Insurance Program requirements, model ordinances that meet NFIP requirements, a discussion of cost-effective alternatives to structural controls that may also provide recreational and environmental benefits, and any other relevant recommendations. The Manual shall also include recommendations for the reduction of flood potential of projects outside of the 100-year floodplain necessary to achieve the goal of no rise in the 100-year base flood elevation.
- 3.3 **Local NFIP Program Reviews:** Not later than June 30, 2002, or one year from the date of initial membership, whichever occurs later, each Party shall have an independent review performed of that Party's ordinances or orders and floodplain management programs to assist the Party in meeting, at a minimum, NFIP program requirements. In addition, the review shall include an assessment using the Coalition's recommended permitting criteria and mitigation measures contained in the Floodplain Management Program Assessment Guidance Manual. A summary of the review as well as any follow-up comments and actions by the Party in response to the assessment review shall be provided by the Party to the Coalition Executive Committee not later than June 30, 2002, or at the next June meeting of the Executive Committee following one year after the date of initial membership . Each Party shall have a

progress review at least once every three years following the initial review, and submit a summary of the subsequent review, responses, and follow-up actions to the Executive Committee at or before the next June meeting following the third year. This section shall not impose any duty or liability on a Party to adopt changes to its ordinances, orders or programs. Rather, the purpose of this section is provide technical assistance to the Parties and to assist the Executive Committee in assessing whether the overall Coalition goals are being met, developing new and alternative incentives and strategies to meet these goals, and for the Coalition's recognition and awards program.

- 3.4 **Regional Opportunity for Review and Comment:** At the request of another Party, the permitting Party shall provide to the requesting Party the same notice and opportunity to comment on a permit application as provided to the general public. Notice of permit applications and related decisions shall also be provided to the Administrative Agency to be put into a common database. Such data shall be made accessible to all Coalition members as well as other entities so that flood models can be kept up-to-date.
- 3.5 **Retention of Permitting Authority:** Nothing in this Agreement shall be construed to affect a Party's permitting discretion or authority. The local permitting jurisdiction retains ultimate control over permitting decisions including the granting of any reasonable and necessary variances or exemptions.

Article Four – Administration

- 4.1 **Executive Committee:** An Executive Committee is established to provide policy guidance for the Coalition and to make recommendations to the governing bodies of the Parties to accomplish the purposes of this Agreement. Each Party to this Agreement shall be entitled to appoint one member and one designated alternate from its governing board and one ex officio member to the Executive Committee. The Executive Committee shall appoint a Chair and Vice-Chair from among their members and shall meet as necessary to implement this Agreement. The Executive Committee shall adopt By-Laws for the conduct of its business and meetings, including the establishment of policies and procedures for timely and meaningful public notice and comment on Coalition activities to the Executive and Technical Committees. These shall include, but not limited to, public notice of any meetings, opportunity for public comment at such meetings, the public dissemination of information about the current activities of the Coalition, and the establishment of a Stakeholder Advisory Group.

4.2 **Technical Committees:** A Technical Committee is created composed of three regional committees to study and provide technical recommendations for the Coalition as directed by the Executive Committee. Each party shall appoint a member and an alternate to serve on one of three technical committees corresponding to the location of that Party. Such regions shall include: the Upper Basin consisting of Blanco, Burnet, Llano, Lampasas and San Saba counties; the Middle Basin consisting of Travis, Bastrop and Fayette counties; and the Lower Basin including Colorado, Wharton and Matagorda counties. Parties who may later join this Agreement and who are not located within one of these designated regions shall be assigned by the Executive Committee to a region with which it shares the greatest number of common issues or concerns. Each regional committee will appoint a Chair and Vice-Chair from among their members and shall meet from time to time as necessary to address issues and projects and as directed by the Executive Committee. The chair and vice-chair of the Technical Committee shall be rotated annually among the three regional committee chairs and vice-chairs with the order drawn by lot.

4.3 **Administrative Agency:** For an initial term beginning July 1, 2002, and subject to an agreed-upon renewal on an annual basis, the Lower Colorado River Authority shall serve as the Administrative Agency for the Coalition to supervise the performance of this Agreement and to perform administrative activities necessary for the performance of this Agreement. Such activities shall include:

- providing logistical support for the meetings of the Executive Committee and Technical Committees including the preparation of the agenda, arranging for the meeting locations, taking minutes of the meetings, preparing and disseminating notices of the meetings, and drafting and mailing correspondence;
- acting as a central clearinghouse for technical information, models, studies, ordinances, training and educational opportunities;
- identifying funding options and the preparation and submission of grant applications on behalf of the Coalition;
- maintaining a web page and internet address for the Coalition;
- maintaining a computer data base of floodplain application and permitting information;
- arranging for the annual independent assessment review of each Party's floodplain management program provided in Article III, Section 3.3, of this Agreement, unless such review is performed by the Federal

Emergency Management Agency or the Texas Natural Resource Conservation Commission; and

- contracting with a qualified engineering consultant on behalf of the Coalition for the technical review of development permit applications upon the request of a Party.

4.4 The Lower Colorado River Authority shall be reimbursed for its services as the Administrative Agency for the Coalition under this Agreement by the payment of the annual membership fees as provided by 5.2 of this Agreement. Payment of the initial fee shall be made by each Party to the Lower Colorado River Authority not later than January 1, 2003, and not later than July 1 of every year, thereafter, for which the Lower Colorado River Authority serves as the Administrative Agency for the Coalition.

4.5 The Lower Colorado River Authority is a Party to this Agreement only for purposes of serving as the Coalition's Administrative Agency under this article.

4.6 Recognizing that the Lower Colorado River Authority, in its role as Administrative Agency for the Coalition, provides only administrative and technical support to the Coalition and its members, each Party to this Agreement agrees to HOLD HARMLESS the Lower Colorado River Authority from and against any claims that may arise from the performance of its duties as Administrative Agency under this Agreement except to the extent caused by the gross negligence or intentional misconduct of the Lower Colorado River Authority.

Article Five – Funding

5.1 **Funding Sources:** The goal of the Coalition is to fund its activities and administration through the use of fees, grant monies and loans matched with existing in-kind services to the greatest extent possible. Should the funding under this Agreement be insufficient to support the activities of the Coalition, the Executive Committee shall develop and submit recommendations to the Parties not later than June 30, 2002.

5.2 **Annual Membership Fee :** Each Party shall pay an annual membership fee in the amount established in Appendix A of this Agreement to go toward the administrative costs of the Coalition. Such fees shall be paid in the manner and by the dates provided in 4.4 of this Agreement . The Executive Committee shall periodically review the formula and payment schedule to ensure the fair and equitable apportionment of costs of the Coalition among the Parties not covered by other funding sources.

- 5.3 **Administrative Agency:** As approved by the Executive Committee, the Administrative Agency is authorized to seek additional funding including grants for cooperative planning studies, projects, models, data, and any other information, activities or projects on behalf of the Coalition necessary to accomplish the purposes of this Agreement.

Article Six – Additional Parties

Additional political subdivisions may become parties to this Agreement by first obtaining endorsement by the Executive Committee, approving the terms and conditions of this Agreement, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

Article Seven – Renewal and Amendments

This Agreement shall take effect July 1, 2002, or upon the signature of a Party, whichever occurs later. A Party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Executive Committee of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all Parties. Amendments to this Agreement not related to the payment to, or the providing of services by, the Administrative Agency do not require the approval of the Administrative Agency

Article Eight – Dissolution

This Agreement may be dissolved at any time by the written mutual consent of the Parties.

Article Nine – Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not be in any way affected or impaired thereby.

Article Ten – Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

Appendix A – Annual Membership Fee

Population Based upon Latest U.S. Census	Fee
$\leq 1,500$	\$ 250
$\leq 2,500$	500
$\leq 5,000$	750
$\leq 7,500$	1,000
$\leq 10,000$	1,250
$> 10,000$	1,500

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

EXECUTED this 18 day of JUNE, 2002

Jake Kalisvaart Mayor
Name, Title, Entity

STATE OF TEXAS

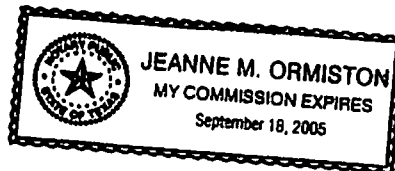
COUNTY OF BURNET

Before me, JAKE KALISVAART, a notary public, on this day personally appeared _____ known to me to be the person whose is subscribed above and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 18 day of JUNE, 2002

Jeanne M. Ormiston
Notary Public Signature
JEANNE M. ORMISTON
Notary Public Typed or Printed Name

My Commission Expires: _____



ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN _____ AND VARIOUS CITIES,
COUNTIES AND OTHER POLITICAL SUBDIVISIONS OF THE STATE OF
TEXAS

THE STATE OF TEXAS

COUNTY OF _____

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On this, the _____ day of _____, 2002, the _____
of _____, Texas, sitting as the governing body of
_____, upon the motion of _____,
seconded by _____, duly put and carried,

IT IS ORDERED that _____ be, and he is hereby
authorized to execute for and on behalf of _____ an Inter-
local Agreement between _____ and other cities,
counties, special districts and other legally constituted political subdivisions of the
State of Texas relating to the creation and implementation of the Texas Colorado
River Floodplain Coalition for the pursuit of common goals for the lower Colorado
River basin including flood protection and damage reduction and other
appropriate floodplain management goals. Said agreement being incorporated
herein by reference for all purposes as though fully set forth herein.