

**CITY OF SAN ANTONIO
City Manager's Office
Interdepartmental Correspondence**

To: Mayor and City Council

Through: Terry M. Brechtel, City Manager

From: Christopher J. Brady, Assistant City Manager

Copies: Andrew Martin, City Attorney; Emil Moncivais, Director of Planning; file

Subject: Memorandum of Understanding with Texas Historical Commission

DATE: January 29, 2004

Summary and Recommendation:

An ordinance authorizing a Memorandum of Understanding between the City of San Antonio, City of San Antonio, Texas Starbright Industrial Development Corporation and the Texas State Historical Commission ("THC") regarding the Starbright Project.

Staff recommends approval.

Background Information:

The location for the Starbright Projects was originally part of a five-league, Spanish land grant, given to Lt. Colonel Juan Ignacio Perez in 1793, for his military service and loyalty to the crown. The Perez Stone Rancho stayed in the same family and used as a farm and ranch until recently purchased by the IDC.

THC has several sites on the property previously documented as State Archeological Landmarks. The IDC contracted the University of Texas at San Antonio Center for Archeological Research to conduct any and all archeological investigations, archival research, and photographic documentation of all the property acquired by the IDC. All of the archeological research on the entire Toyota site has been completed. Three sites will require additional investigation should construction occur near the location of site 41BX1473, on the east end of the property where the Medina River and Leon Creek meet, 41BX662, identified at the kiln site near the Medina River, and 41BX832, which is a ravine just north of the Medina River.

The City of San Antonio, in consultation with the THC, has determined that there are recorded archeological sites, State Archeological Landmarks, and historic buildings eligible for inclusion in the National Register of Historic Places on the Starbright Project Site.

The execution of this MOU by the City under the Antiquities Code of Texas is necessary prior to any new construction that will have an impact upon the cultural, historic, and rural landscape on known archeological deposits.

The Starbright agreement, executed May 22, 2003, requires that presence of any cultural and historical resources not impair the construction and operation of the Toyota project. This Memorandum of Understanding (MOU) between City, Starbright IDC and THC will allow construction of the project site to continue.

The MOU will require the following from the IDC: perform a Historic American Buildings Survey (HABS) on the Walsh Ranch complex and submit to THC; make materials from the Perez Stone Rancho and certain associated buildings available for salvage and recycling for one week after acceptance of HABS; Move, stabilize and weatherize the Pigeon Barn and Pigeon Roost structures; apply two State of Texas historical markers to be placed in locations reviewed and approved by THC.

Financial Impact:

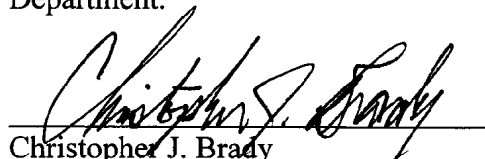
The IDC will fund all of the demolition, relocation of structures, HABS, placement of Historical markers, and associated professional services. Fees will be paid from the City of San Antonio, Texas Starbright Industrial Development Corporation Contract Revenue Bonds, Series 2003 bond proceeds. There is no impact to the City's operating budget.

Supplementary Information:

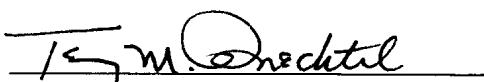
The City held a public meeting on December 10, 2003 to receive input regarding this MOU. Representatives from the San Antonio Conservation Society, Land Heritage Institute Foundation, and THC were present.

Coordination:

This ordinance has been coordinated with the City Attorney's Office and the Planning Department.


Christopher J. Brady
Executive Director

Approved:


Terry M. Brechtel
City Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN
ANTONIO, THE CITY OF SAN ANTONIO, TEXAS STARBRIGHT
INDUSTRIAL DEVELOPMENT CORPORATION AND THE TEXAS STATE
HISTORICAL COMMISSION REGARDING
THE STARBRIGHT DEVELOPMENT PROJECT**

WHEREAS the City of San Antonio (COSA) has determined in consultation with the Texas Historical Commission (THC) that there are recorded archeological sites, State Archeological Landmarks, and historic buildings eligible for inclusion in the National Register of Historic Places on the project site; as shown in Attachment A, and

WHEREAS the COSA, in consultation with the THC, has determined that the Starbright Development project will have adverse effects on historic properties within the boundaries of the project area including previously recorded archeological sites and State Archeological Landmarks; and

WHEREAS, the COSA established the City of San Antonio, Texas, Starbright Industrial Development Corporation (IDC) on February 20, 2003 for the purpose of meeting obligations of the Project Starbright Agreement, including, but not limited to acquisition of real and personal property, issuance of bonded indebtedness, and other related actions; and

WHEREAS, the COSA has responsibilities pursuant to Title 9, Chapter 191 of the Texas Natural Resource Code, pertaining to the Antiquities Code of Texas; and

WHEREAS, the THC concurs that the remaining archeological sites that may require additional investigation prior to construction are 41BX1573, 41BX662, 41BX832 and sites yet to be discovered; and

WHEREAS, the THC concurs that any new construction or non-historic use of the land will have an impact upon the cultural, historic, and rural landscape, on known and previously unidentified archeological deposits; and

WHEREAS the COSA, through Starbright IDC has contracted with the Center for Archeological Research at the University of Texas at San Antonio to conduct any and all archeological investigations, archival research, and photographic documentation of all the property that has been acquired by the Starbright Industrial District; and

WHEREAS the COSA, Starbright IDC and the THC agree that in the event federal monies are expended on the project site or are expended on facilities or projects which will support the project site a lead federal agency will be identified and a memorandum of agreement will be executed based on this document pursuant to 36 CFR Part 800, the regulations implementing section 106 of the National Historic Preservation Act, as amended (16 U.S.C., 470f). Federal funding, licensing, or

permitting reviewed pursuant to 36CFR Part 800 prior to the execution of this MOU being exempt from this clause.

WHEREAS the COSA and Starbright IDC have consulted with interested members of the public regarding the Starbright Development project area; and

NOW, THEREFORE, the COSA, Starbright IDC and the THC agree that the actions concerning identification of historic properties and resolution of adverse effects shall be implemented in accordance with the following stipulations in order to take into account the effects of the Starbright Development project on those historic properties:

I. Preamble

Consistent with Article III, Section 52-a of the Texas Constitution, the Participants have made specific proposals to Toyota for the purpose of inducing Toyota to locate the Project on the Project Site, and thereby advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state.

The Starbright IDC has acquired the Perez Stone Rancho (aka Kiker/Gembler/Walsh property and the Rancho de la Purisima Concepcion) located at Rural Route 5, Applewhite Road, in Bexar County, Texas, and a portion of the Vance Cook tract from Pleasanton Road.

The Perez Stone Rancho was originally part of a five-league, Spanish land grant, given to Lt. Colonel Juan Ignacio Perez in 1793, for his military service and loyalty to the crown, and the Perez Stone Rancho had stayed in the same family since 1793 and used as a farm and ranch until purchased by Starbright IDC .

II. Administrative Measures

The COSA or Starbright IDC will carry out the following measures:

A. Personnel Qualifications

The Starbright IDC shall ensure that all historic preservation work performed pursuant to this MOU is carried out by or under the direct supervision of a person, persons meeting the appropriate Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61).

B. Reports

The COSA or Starbright IDC shall ensure that reports on all activities carried out pursuant to this MOU are written in a manner consistent with the

Secretary of the Interiors' Reporting Standards and are provided to the THC and, upon request, to other interested parties.

C. Duration of Agreement

Measures stipulated in this MOU will be carried out within one (1) year of execution of this Agreement. Should the stipulated measures not be carried out by (January 1, 2005), this agreement shall be considered null and void.

D. Dispute Resolution

1. Resolution of Objections Among Parties

Should the THC object to plans or other documentation provided by the COSA or Starbright IDC, written notification of the objection will be provided to the COSA within 30 days of receiving the documentation. The COSA or Starbright IDC shall then meet with the THC to resolve the objection. If the signatories cannot agree to appropriate measures to resolve the objection the parties may refer the matter to the State Office of Hearings Examiners for mediation.

2. Resolution of Public Objections

Should an objection pertaining to this agreement be raised by a member of the public, the COSA or Starbright IDC shall notify the THC and consult to resolve the objection.

E. Amendments

If any signatory to this MOU determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment. The amendment will be effective on the date a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the MOU, any signatory may terminate the agreement with Stipulation F below.

F. Termination

This MOU may be terminated by any signatory. Within 30 days following termination, COSA shall notify the signatories if it will initiate consultation to execute a new MOU.

II. Resolution of Adverse Effect through Documentation, Data Recovery and Reporting

The COSA or Starbright IDC will carry out the following measures:

A. Architectural Documentation

1. Starbright IDC , or its consultant, will document the Walsh Ranch, as shown in Attachment B, to meet the content, quality, and presentation standards equivalent to the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation, Historic American Buildings Survey (HABS) Level I.
2. The THC will provide the Starbright IDC or COSA with written approval or recommendations for work on the documentation within 7 working days of their receipt.
3. Upon acceptance by the THC archival copies will be provided to the THC and an appropriate San Antonio repository (library or archive).

B. Salvage of Architectural Materials

1. The Starbright IDC will make materials from the Perez Stone Rancho and associated outbuildings available for salvage and recycling. The Starbright IDC shall notify interested parties, including local historical organizations and commercial building salvage operations, of the availability of the buildings for salvage.
2. Salvage efforts may proceed immediately upon acceptance of the HABS I documentation by the THC.
3. A period of one week will be available for salvage. Upon completion of salvage efforts, or if no salvage is necessary, demolition of the ranch house structure may proceed immediately.

C. Moving, Stabilization, and Weatherization

1. The Starbright IDC , or its consultant, will provide the THC with a stabilization and weatherization plan for the pigeon barn and pigeon roost structures. This report will include a site plan showing the proposed locations for the two structures and foundation plans for the two structures. As part of the stabilization and weatherization of these two structures, the Starbright IDC will ensure that the structures are properly secured and protected from vandalism and weather damage subsequent to the move. The Starbright IDC shall ensure that the THC is afforded 10 days to review and comment on the new site for the pigeon barn and pigeon roost and on the stabilization and weatherization report. Upon review and approval of the new building site and of the weatherization and stabilization report, relocation of the pigeon barn and pigeon roost may begin immediately.
2. The Starbright IDC shall ensure that the structures are moved in accordance with the approaches recommended in Moving Historic buildings by John Obed Curtis, in consultation with the THC. A professional mover with demonstrated capability in moving historic structures will conduct the move. If the ground is too wet in the judgment of the professional mover, additional time will be allowed for the move.

D. Historical Markers

The Starbright IDC will ensure that an application for two State of Texas historical markers, interpreting the history of the Walsh Ranch site and their associated uses, is submitted to the Bexar County Historical Commission within one (1) year of demolishing and moving the building. Upon approval by the Texas Historical Commission, the Starbright IDC will erect the markers in locations reviewed and approved by the THC.

F. Archeological Investigations.

1. THC has reviewed the interim reports submitted by UTSA, and concurs that the majority of the previously identified SAL sites on the Project Site no longer meet the criteria for designation.
2. THC has recognized that the extensive archeological studies have been conducted on the property since 1980 and that the COSA and Starbright IDC have relied upon the THC historical maps and the archeological studies of UTSA to determine the current status of previously designated landmarks and sites.
3. Starbright IDC shall ensure that all archeological documentation measures are carried out in consultation with THC prior to construction, including, 41BX1573, 41BX662, 41BX832 and sites yet to be discovered. This consultation shall include submitting a written scope-of-work for review by the THC prior to initiating work and Starbright IDC shall ensure that archeological investigations be carried out under the jurisdiction of an Antiquities Permit.
4. Starbright IDC shall ensure that both a technical and popular archeological reports will be produced with the findings of the archeological investigations and provided to the parties.
5. Starbright IDC shall ensure that all artifacts, specimens, samples, notes, photographs, negatives, architectural salvage items, and processed data (tables, maps, etc.) are stored in accordance with 36 CFR § 79.

Execution of this Memorandum of Understanding

Execution of this Memorandum of Understanding evidence that the COSA has afforded the THC an opportunity to comment on the effects of the Starbright Development Project.

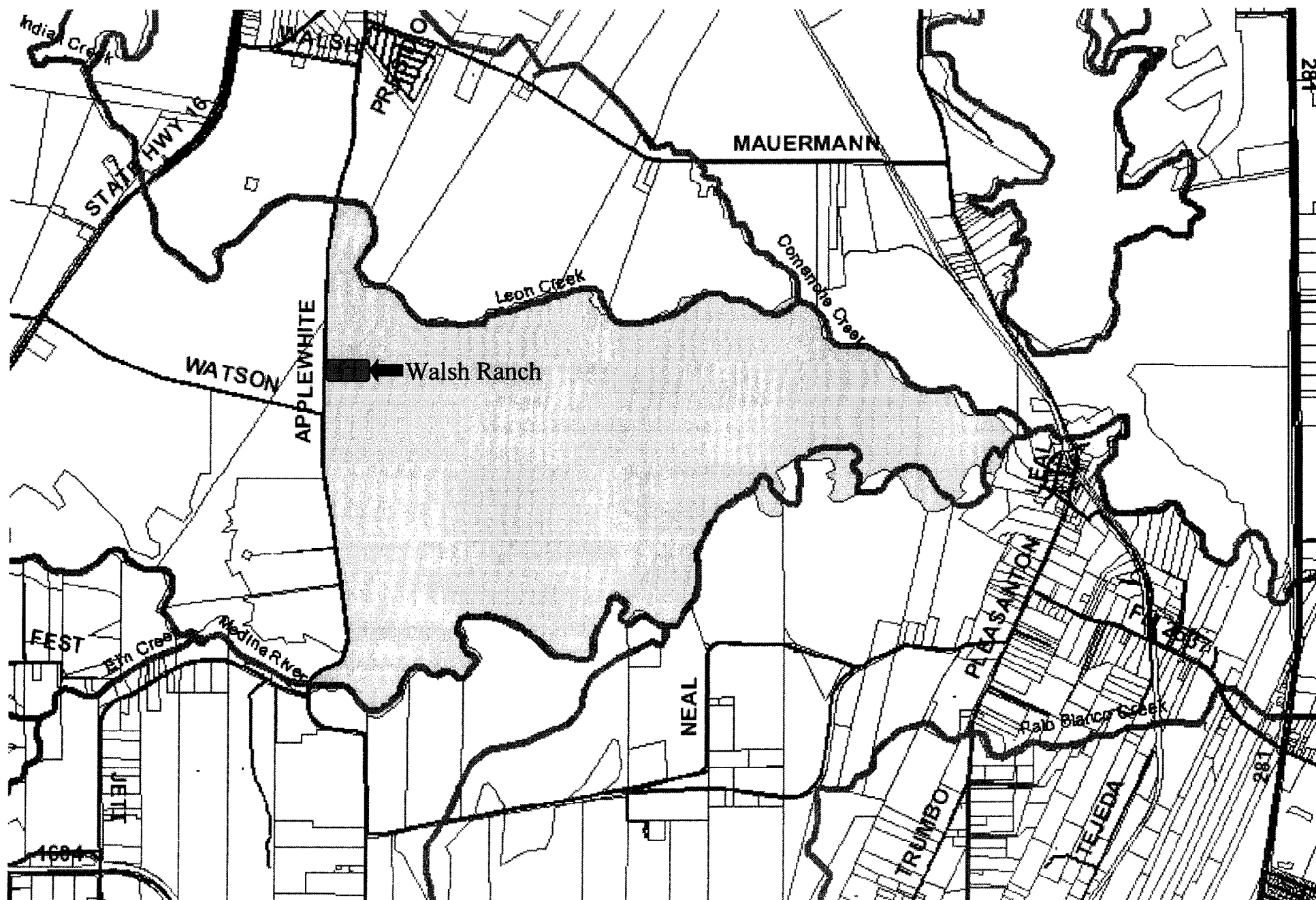
Approved:

By: _____ Date: _____
Terry Brechtel
City Manager
City of San Antonio

By: _____ Date: _____
Christopher J. Brady
Executive Director
City of San Antonio, Texas, Starbright Industrial Development Corporation

By: _____ Date: _____
F. Lawrence Oaks
Executive Director, Texas Historical Commission
State Historic Preservation Officer

Appendix A: Toyota Site, San Antonio, Texas



Appendix B: Walsh Ranch Structures

