

CONSENT AGENDA  
ITEM NO. 22

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL CORRESPONDENCE  
PLANNING DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Emil R. Moncivais, AICP, AIA, Director, Planning Department

**THROUGH:** Terry M. Brechtel, City Manager

**COPY:** Jelynn LeBlanc Burley, Assistant City Manager; Ann McGlone, Historic Preservation Officer; File

**SUBJECT:** Acceptance of American Institute of Architects (AIA) and Texas Historical Commission (THC) Grants

**DATE:** June 10, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes acceptance of funds of \$2,500.00 from the American Institute of Architects (AIA) for the purpose of sending Historic and Design Review Commission (HDRC) members to the National Alliance of Preservation Commissions (NAPC) Forum in Indianapolis, Indiana in July 2004. Additionally, the Planning Department was awarded a \$1,000.00 grant from the Texas Historical Commission (THC) for travel expenses associated with the NAPC Forum as well as attendance to the National Preservation Conference in Louisville, Kentucky in September 2004. The THC grant will be matched by a \$400.00 match from the City's Finck Building Fund.

Staff recommends approval.

**BACKGROUND INFORMATION**

The City of San Antonio has twenty-one historic districts, six River Improvement Overlay (RIO) districts, and over 1300 individual landmarks. A recent study conducted by Rutgers University, showed that historic designation of San Antonio properties protects the value and investment of the property owner compared to similar undesignated properties.

In 2002, the City of San Antonio hosted the NAPC Forum on national historic preservation issues. Considered to be one of the most successful renditions of the Forum by NAPC staff and board members, the conference proved to be a valuable resource for HDRC members to share experiences and practices with their preservation counterparts from around the country.

Design review is an essential part of the HDRC's work. The HDRC reviewed 362 cases in 2003, making timely decisions to eliminate unnecessary delays on projects. The HDRC members volunteer their time to offer their professional expertise to protect the historic and aesthetic assets of the City of San Antonio. The NAPC Forum and the National Preservation Conference, hosted

by the National Trust for Historic Preservation, provides educational opportunities for commission members to be better informed and knowledgeable about such diverse topics as code enforcement for historic properties, working with elected officials, and preserving cultural resources. A well-educated commission will be an asset to the community by providing leadership for an effective and timely decision-making process. The NAPC Forum and the National Preservation Conference have proven to be valuable arenas for improving preservation policies and practices within the city.

### **POLICY ANALYSIS**


The AIA and THC grants will provide funding to send approximately five (5) HDRC members to the NAPC Forum and the National Preservation Conference, based on their availability. The THC grant is contingent upon the recipient attending a grant orientation session and contract execution and requires a forty (40) percent match. The Finck Preservation Fund will be used to match the grant, which have traditionally been used as matching funds for grants awarded by other organizations to the Planning Department.

### **FISCAL IMPACT**

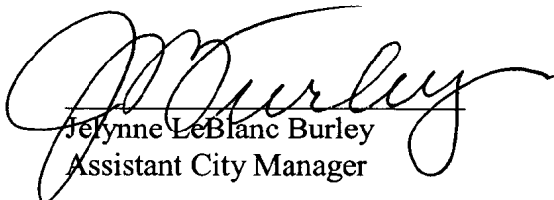
The THC grant will require a \$400.00 match, which will be provided by the Finck Preservation Fund.

### **COORDINATION**

This request for Ordinance has been coordinated with the Finance Department for the Appropriations of funds.

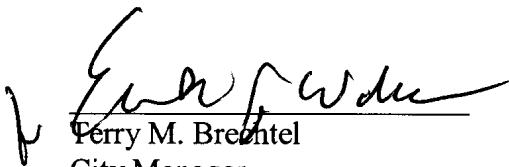


Emil R. Moncivais, AICP, AIA  
Director, Planning Department



Jekynne LeBlanc Burley  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager

# AIA San Antonio

A Chapter of The American Institute of Architects

CITY OF SAN ANTONIO  
DEPT. OF PLANNING  
OFFICE OF THE DIRECTOR

04 MAY -3 AM 10:46



## 2004 OFFICERS

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Mary Bartlett, AIA  
3D/International  
219 E. Houston Street, Ste. 350  
San Antonio, Texas 78205  
(210) 227-2500

### PRESIDENT-ELECT

J. Douglas Lipscomb, AIA  
Ford Powell & Carson  
3800 East Commerce Street  
San Antonio, TX 78205  
(210) 226-1246

### TREASURER

Madeline Slay, AIA  
MAS Architecture  
4335 Piedras Drive West, Ste. 210  
San Antonio, Texas 78228  
(210) 726-3009

### SECRETARY

Sae Ann Pemberton, AIA  
Mainstreet Architects  
133 West Mistletoe  
San Antonio, Texas 78212  
(210) 7732-9268

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Steve Patmon, AIA

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Howard Peak

### Immediate Past President

Robert A. Lopez, AIA

### Executive Director

Torrey Carleton, Hon. TSA

April 29, 2004

Ann Benson McGlone  
Historic Planning Officer  
Planning Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Dear Ann:

On behalf of the Board of Directors of AIA San Antonio, please accept our contribution of \$2,500 from the Architectural Outreach Fund to support the costs associated with sending your new HDRC Commissioners to Forum. As we discussed, these funds will support the registration, airfare and hotel expenses associated with this trip.

Our organization recognizes the importance of having skilled commissioners who can address the many issues involved with preservation and the design review process. We hope you will share the results of their participation in the meeting later in the summer.

Thank you again for sharing this opportunity with us. We wish you continued success in your efforts.

Sincerely,

  
Torrey Carleton, Hon. TSA  
Executive Director



**TEXAS  
HISTORICAL  
COMMISSION**

*The State Agency for Historic Preservation*

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

March 9, 2004

Ms. Ann McGlone  
Development Services Department  
PO Box 839966  
San Antonio, TX 78283-3966

Dear Ms. McGlone:

The Texas Historical Commission is pleased to announce the allocation of a \$1,000.00 grant to the City of San Antonio in conjunction with your participation in the fiscal year 2003 Certified Local Government program. Attached is a list of approved projects. The U.S. Department of the Interior, National Park Service, provided funding for this grant under the provisions of the National Historic Preservation Act of 1966.

The National Park Service recently approved your Project Proposal. To remain eligible for this grant allocation, it is necessary for the project coordinator and the project professional, if applicable, to participate in a grant orientation session. Designed to familiarize them with the granting process, this session will provide an opportunity to discuss your project with the Commission staff members responsible for its coordination. Please note that no work should begin prior to your grant orientation session and finalization of a written contract (copy under separate cover) between you and the Texas Historical Commission.

Failure to participate in this orientation session and to submit a signed contract before commencement of work on this project will be cause for this grant allocation to revert to the Texas Historical Commission for reallocation to another project. Upon receipt of this letter, please contact Bratten Thomason at 512/463-5997 to arrange the necessary grant orientation session. We look forward to working with you in this most worthwhile preservation endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Bratten Thomason".

F. Lawrence Oaks  
Executive Director

04 MAR 29 PM 12:36  
CITY OF SAN ANTONIO  
DEPT OF PLANNING  
OFFICE OF DIRECTOR



# TEXAS HISTORICAL COMMISSION

*The State Agency for Historic Preservation*

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

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## GRANT CONTRACT

### I. PARTIES

The parties to this contract are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and the **City of San Antonio** hereinafter referred to as Contractor.

### II. PURPOSE

This contract is entered into pursuant to a grant made to the Commission for Fiscal Year **2003**, by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (16 U.S.C. Sec. 470 f). This grant is made for the purpose of funding a project or projects to be undertaken by the Contractor as a participant in the Certified Local Government program.

### III. SERVICES TO BE PROVIDED

The following services are to be provided within the contract period on a schedule to be agreed upon by the parties to this contract. However, the services designated with specific deadlines must comply with those deadlines.

The Contractor shall undertake and complete the project and/or projects as set out in the Approved Project Notification (with detailed budget) and attached Environmental Certification (Attachment A). Products developed under this agreement must conform to the expectations of the Commission and the Project Proposal, as stipulated in Attachment B.

Project personnel employed by the Contractor shall meet the Standards for Professional Qualifications as outlined in 36 CFR 61 (Attachment C), and be employed by competitive procurement. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore the Contractor must sign DI Form 1350 (Attachment D) and return signed form to the Commission with this contract. In all cases the person(s) employed by the Contractor to complete the work specified in this contract must meet with the approval of the Commission. The professional staff hired must also attend an orientation session with the Commission's National Register staff prior to commencing work.

### IV. AMOUNT OF THE CONTRACT

The total amount of this contract shall not exceed **\$1,000.00**. The Commission shall reimburse the Contractor exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this contract is subject to the availability of those funds.

## V. DOCUMENTATION AND PAYMENT

Contractor may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the contract. Contractor will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly. Upon the receipt and approval of invoices from the Contractor, the Commission shall authorize payments to the Contractor up to the total grant sum as specified in the Grant Award letter. Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this agreement. It is further agreed that a sum not to exceed 25% of the total granted sum will be retained by the Commission until all stipulated materials and properly documented reimbursement requests are submitted by the Contractor. Within thirty (30) days of the Commission's receipt of Contractor's authorized invoice for services rendered, the Commission shall pay the Contractor the authorized amount.

Subject to the limitations of the contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

## VI. PERIOD

This contract shall commence on **April 1, 2003** and shall terminate on **September 30, 2004**. It is further agreed that all materials stipulated in Attachment A and B and all reimbursement requests shall be submitted to the Commission by **December 31, 2004**.

This contract may be extended to 90 days at the option of the Texas Historical Commission.

## VII. INDEPENDENT CONTRACTOR

The contractor is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that any subcontractor is an independent contractor and not an employee of the Texas Historical Commission. The contractor or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

## VIII. OWNERSHIP OF PRODUCTS OF THIS CONTRACT

All material, concepts and products produced, developed or conceived by the Contractor during or arising out of the contract shall remain the property of the Commission. The Contractor shall have an unrestricted right to use any or all materials so produced, developed, or conceived at no additional cost; in addition, **3 copies** of all publications and videos are to be supplied to the Commission before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by the this grant shall note the following on the materials:

*This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*

*The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

*This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.*

#### IX. TERMINATION

Either party to this contract may terminate by giving seven days written notice to the other party. In the event notice of termination is given, all work by contractor shall cease and no amount shall be paid by Commission for work performed following receipt of notice of termination by Contractor. Contractor shall be paid for all work performed prior to the notice of termination in accordance with the terms of the contract. Final invoices shall be submitted to Commission not later than 30 days following the date of termination of this contract.

#### X. APPLICABLE LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission.

#### XI. AUDIT

The Commission may audit the Contractor's records to verify the costs or expenses incurred in the performance of this contract or may, at its option, require an audit of the Contractor's records by an independent accounting firm, at Contractor's expense, or by Federal auditors to verify costs or expenses incurred in the performance of the contract. The Contractor shall keep accurate financial records available for audit three years from Project End Date. In addition to the terms detailed in this Agreement, all federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, A-133, and A-128) are applicable.

#### XII. ATTACHMENTS

The following documents are included in and shall be a part of this contract for all purposes:

- Attachment A: Approved Project Notification and attached Environmental Certification
- Attachment B: Expected Products
- Attachment C: Standards for Professional Qualifications
- Attachment D: DI form 1350
- Attachment E: Grant Award Letter

This contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The terms of this contract are accepted by the parties to the contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract.

Texas Historical Commission

Contractor

by: \_\_\_\_\_  
Signature

by: \_\_\_\_\_  
Signature

F. Lawrence Oaks, Executive Director  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

by: \_\_\_\_\_  
Signature

Joe H. Thrash, Assistant Attorney General  
Typed Name and Title

\_\_\_\_\_  
Date



## PROJECT NOTIFICATION

**TITLE:** Educational Project

**GRANT NUMBER:** 48-03-18244.041

**AREA AFFECTED BY PROJECT**

(counties): Bexar

**TOTAL PROJECT COST:** \$1400

**FEDERAL SHARE:** \$1000

**NONFEDERAL SHARE:** \$ 400

**CONGRESSIONAL DISTRICT:**

20

**STATE CONTACT PERSON:**

Peggy M. Audino (512) 463-7748

**TYPE:** NEW ☒ REVISION ☐

**PRE-DEVELOPMENT:** YES ☐ NO ☒

1. **SUBGRANTEE:** City of San Antonio  
San Antonio, Texas

2. **FEDERAL MATCHING SHARE:**

**DONOR:** Subgrantee  
**SOURCE:** City of San Antonio  
**KIND:** Cash & In-kind  
**AMOUNT:** \$1000

3. **BUDGET:** (Funding for this project is offered on a matching ratio of 60% provided by the Commission and at least 40% provided by the Contractor)

	IN KIND	MATCH	FEDERAL	TOTAL
Travel CLG Conference		\$ 400	\$ 1000	\$1400
<b>TOTAL:</b>		<b>\$ 400</b>	<b>\$ 1000</b>	<b>\$1400</b>

4. **PURPOSE:** Training opportunities for preservation commission.

5. **BEGINNING AND END DATES:** January 1, 2003 – September 30, 2004

6. No program income will be generated.

7. An Environmental Certification is attached.

## ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed Historic Preservation Fund project, **educational project for the city of San Antonio**, meets the criteria for categorical exclusion under 516 DM 6. (You must indicate the appropriate categorical exclusion from those listed in Section A.4 of Chapter 11 of the *Historic Preservation Fund Grants Manual*.)

A.4.a(1-11); A.4.b.(1,2,9); A.4.c.(1-12); A.4.f.(1-3,9); A.4.g.(1,6).

Applicable Categorical Exclusion [give number of exclusion from Section A.4. of Chapter 11 [e.g., A.4.c(6)]]

\_\_\_\_\_  
F. Lawrence Oaks, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

I Concur:

\_\_\_\_\_  
Grant Awarding Official  
National Park Service

\_\_\_\_\_  
Date

## ATTACHMENT B

### EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT

Diverse preservation activities may result in publications in order to reach a wide audience. Activities in this category include preparation and publication of preservation plans, historic structures reports or feasibility studies; development of walking or driving tours of historic areas; production of brochures, pamphlets or videotapes promoting local history and properties; establishment of local marker programs; or preparation of design guidelines. Educational activities such as preservation workshops, conferences, or training for staff and review board members are also eligible for funding. Projects must conform to the following guidelines:

**Local historic and/or archeological resources** must be adequately represented. The full diversity of resources should address geographic and temporal ranges. All textual matter should reflect the broad patterns of local history.

**Design review projects** must include charts or outlines of the review process. Graphics illustrating design expectations should be included. Standard architectural terminology should be employed, with a glossary of terms or list of definitions included.

**Graphics** must clearly represent resources from the local community. Where applicable, the text and graphics must accurately reflect the attached *U.S. Secretary of the Interior's Standards for Rehabilitation*.

**References** should indicate avenues of further research or resources for assistance.

**Planning documents** must establish a set of goals and objectives with target dates for completion. Ideally, responsibility for specific tasks should be assigned to specific personnel.

**Maps** and clear identification of resource locations should be provided.

**Adequate recognition** must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded the CLG program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included. Publications addressing several potential audiences must adequately reflect the community's preservation program.

*This project was funded in part through a Certified Local Government grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*

## STANDARDS FOR PROFESSIONAL QUALIFICATIONS

To insure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, the following minimal professional standards for historical, architectural and archeological documentation have been established by the Preservation Assistance Division of the National Park Service. Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows:

### Appendix A to Part 61 — Professional Qualifications Standards

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

**(a) History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

(1) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or

(2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

**(b) Archeology.** The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

(1) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;

(2) At least four months of supervised field and analytic experience in general North American archeology; and

(3) Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall

*(more)*

have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

**(c) Architectural history.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

(1) At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

(2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

**(d) Architecture.** The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.

**(e) Historic Architecture.** The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

(1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or

(2) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.

**ATTACHMENT D**

**U.S. DEPARTMENT OF THE INTERIOR  
CIVIL RIGHTS ASSURANCE**

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE