

A RESOLUTION SIDC 2003-09

**APPROVING PAYMENT TO THE UNIVERSITY OF TEXAS AT SAN ANTONIO FOR CONDUCTING AN ARCHEOLOGICAL SURVEY OF THE PROPOSED STARGRIGHT SITE IN AN AMOUNT NOT TO EXCEED \$70,000 AND DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO APPROVE CONTRACTS AND AUTHORIZE PAYMENTS INVOLVING EXPENDITURES OF \$25,000 OR LESS.**

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**WHEREAS**, the City of San Antonio, Texas, Starbright Industrial Development Corporation (the "Corporation"), is an industrial development corporation formed pursuant to the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated, Article 5190.6, as amended (the "Act"), to aid and act on behalf of the City of San Antonio (the "City") in commercial and industrial development; and

**WHEREAS**, the Board of Directors of the Corporation (the "Board") hereby deems it necessary and desirable to approve payment to the University of Texas at San Antonio (the "University") for services rendered in conducting an archeological survey of the proposed Starbright site; and

**WHEREAS**, the Board finds that charges for the services rendered and to be rendered under the agreement with the University. Are fair and reasonable; and

**WHEREAS**, the Board further desires to establish an administrative procedure through which the Executive Director may approve contracts and authorize payment for goods and services in an amount of \$25,000 to provide for the flexible and timely operations of the Corporation; **NOW THEREFORE**,

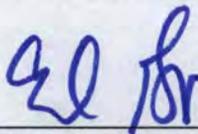
**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION:**

**SECTION 1.** Payment to the University of Texas at San Antonio for services rendered and to be rendered pursuant to the attached agreement is approved in an amount not to exceed 70,000. The Executive Director, the Treasurer and the agents of the Corporation are authorized to take reasonable and necessary actions to implement this ordinance.

**SECTION 2.** The Corporation hereby finds delegates authority to approve contracts in an amount of \$25,000 or less and to authorize payments for approved contacts to the Executive Directors.

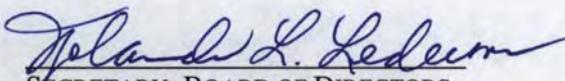
**THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE THEREOF.**

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION THIS 7TH DAY OF AUGUST 2003.

  
\_\_\_\_\_  
PRESIDENT, BOARD OF DIRECTORS

**03-27**

ATTEST:

  
\_\_\_\_\_  
SECRETARY, BOARD OF DIRECTORS

MEETING OF THE CITY COUNCIL

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - PUBLIC UTILITIES SUPERVISOR
FINANCE- TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT -NEIGHBORHOOD PLNG;
URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 70A  
 DATE: AUG - 7 2003  
 MOTION: Flow Again  
 ORDINANCE NUMBER: SIDC 2003-09  
 RESOLUTION NUMBER: \_\_\_\_\_  
 ZONING CASE NUMBER: \_\_\_\_\_  
 TRAVEL AUTHORIZATION: \_\_\_\_\_

NAME	ROLL	AYE	NAY
ROGER O. FLORES JR. District 1		✓	
JOEL WILLIAMS District 2		✓	
RON SEGOVIA District 3		✓	
RICHARD PEREZ District 4		absent	
PATTI RADLE District 5		✓	
ENRIQUE M. BARRERA District 6		-	
JULIAN CASTRO District 7		✓	
ART A. HALL District 8		✓	
CARROLL SCHUBERT District 9		✓	
CHRISTOPHER "CHIP" HAASS District 10		absent	
EDWARD D. GARZA Mayor		✓	

*Starbight Industrial  
Development Corp.*

**FILE**

**03-27**

## STANDARD RESEARCH AGREEMENT

This agreement is entered into and between the City of San Antonio, (hereinafter referred to as the "Sponsor") and The University of Texas at San Antonio, an agency and institution of higher education governed by The Board of Regents of The University of Texas System (hereinafter referred to as "The University").

Whereas, the Sponsor requires certain services of the University in connection with the Project and the University is prepared to provide the services.

Whereas, the Sponsor desires to support research services in accordance with the Scope of Work outlined within this Agreement; and

Whereas, the performance of such research is consistent with, compatible with, and beneficial to the academic role and mission of The University as an institution of higher education;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

### **Article I – Scope of Work**

The University agrees to perform the research described in Attachment A hereto, under the direction and supervision of Dr. Steve A. Tomka, principal investigator(s).

### **Article II – Agreement Term**

This agreement shall become effective on November 1, 2002 and shall be completed by 28 February 2003, unless subsequent time extension, continuation, or renewal is mutually agreed upon in writing between the parties.

### **Article III – Compensation** (select either 3.1 or 3.2)

3.1  Sponsor agrees to pay The University for services performed under this Agreement the fixed amount of \$10,068 in accordance with the budget itemized in Attachment B and to provide payment in accordance with the schedule found in Attachment B.

- 3.2  Sponsor agrees to reimburse The University for costs incurred under this Agreement in an amount not to exceed \$ \_\_\_\_\_ according to the budget itemized in Attachment B. The University will submit periodic invoices for payment to the following address:

City Hall  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### **Article IV – Reporting Requirements**

The University will provide reports on the progress of the research to Sponsor as outlined or required in Attachment A.

#### **Article V – Publications**

5.1 The University, as a state institution of higher education, engages only in research that is compatible with, consistent with, and beneficial to its academic role and mission; and therefore, significant results of research activities must be reasonably available for publication.

#### **Article VI – Indemnification**

To the extent authorized by the constitution and laws of the State of Texas, The University shall indemnify and hold harmless Sponsor and Owner from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of the University or any person or organization for whom the University is legally liable. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts and shall extend to and include any actions brought by, or in the name of, any employee of the University or others for whom the University is legally liable.

Sponsor agrees to indemnify and hold The University of Texas System ("System"), the University, their Regents, officers and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them

arising out of the activities to be carried out pursuant to the obligations of this Agreement to the extent that such liability, loss or damage was caused by the negligent act, error or omission of the Sponsor or any person or organization for whom the Sponsor is legally liable, including, but not limited to, the use by Sponsor of the results obtained from the activities performed by the University under this Agreement.

#### **Article VII – Assignments**

Neither party shall assign or transfer any interest in this contract without the prior written approval of the other party.

#### **Article VIII – Publicity by Sponsor**

Sponsor will not include the name of The University in any advertising sales promotion or other publicity without the prior written approval of the Vice President for Business Affairs of The University.

#### **Article IX – Termination**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Sponsor shall be responsible for all expenses incurred or committed until The University receives the notice of termination from Sponsor or until The University gives Sponsor notice of termination.

#### **Article X – Changes and Amendments**

This Agreement constitutes the entire agreements between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto.

#### **Article XI – General Terms and Conditions**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

By Carol Hollingsworth  
Carol Hollingsworth  
Grants and Contracts Administration

Title Director

Date November 4, 2002

**City of San Antonio**

By Christopher J. Brandy  
Mr. Christopher J. Brandy

Title Assistant City Manager

Date 11/01/02

ATTACHMENT A

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#### Attachment

To Ordinance No. \_\_\_\_\_  
Passed and Approved on  
August 7, 2003

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Sponsor agrees to indemnify and hold The University of Texas System ("System"), the University, their Regents, officers and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them

arising out of the activities to be carried out pursuant to the obligations of this Agreement to the extent that such liability, loss or damage was caused by the negligent act, error or omission of the Sponsor or any person or organization for whom the Sponsor is legally liable, including, but not limited to, the use by Sponsor of the results obtained from the activities performed by the University under this Agreement.

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By Carol Hollingsworth  
Carol Hollingsworth  
Grants and Contracts Administration

Title Director

Date November 4, 2002

**City of San Antonio**

By Christopher J. Brandy  
Mr. Christopher J. Brandy

Title Assistant City Manager

Date 11/01/02

ATTACHMENT A

**A Proposal for Archival Research,  
Architectural Photo-Documentation and Archaeological  
Reconnaissance of 1,100 Acres in Southern Bexar County, Texas**

October 24, 2002

Prepared and Submitted by

**The Center for Archaeological Research  
The University of Texas at San Antonio  
San Antonio, Texas 78249  
(210) 458-4378**

**Section 1: A Proposal for Archival Research, Architectural Photo-Documentation and Archaeological Reconnaissance of 1,100 Acres in Southern Bexar County, Texas**

- 1.1. Project Summary.
- 1.2. Project Background.
- 1.3. Archaeological Background and Defining the Project Boundaries
- 1.4. Scope of Work
  - 1.4.1 Objective One
  - 1.4.2 Objective Two
  - 1.4.3 Objective Three
- 1.5. Field and Laboratory Methods
- 1.6. Interim, Draft and Final Reporting Procedures, and Deliverables
- 1.7. Curation of Records and Artifacts.
- 1.8. Additional Considerations.

**Section 2: Budget.**

**Section 3: CAR Qualifications.**

**Section 4: Primary Personnel with Vita.**

## **List of Figures**

Figure 1. Aerial view of Project Area.

Figure 2. Project area placement and size as defined by three buffer zones. Note location of known archaeological sites.

Figure 3. Project area placement as defined by proposed flexible buffer zone (blue line). Note location of known archaeological sites.

## **1.1 Project Summary**

This document, prepared in response to a request from Raba-Kistner Consultants, Inc., of San Antonio, outlines a proposal for archaeological reconnaissance of 1,100-acres in south-central Bexar County. Also included in the proposal is additional archival research to more fully document the occupation history of 41BX681, a historic ranch complex recorded during the Applewhite Reservoir Project carried out by the Center for Archaeological Research (CAR). The document contains four principal sections. Section 1 is the actual proposal for archaeological reconnaissance, additional archival research, and photo-documentation of site 41BX681. Section 2 provides budgetary information for the project. Section 3 provides a summary of qualifications for the Center for Archaeological Research, while Section 4 identifies key project personnel along with summary vita.

## **1.2 Project Background**

On October 21, Raba-Kistner Consultants, Inc., contacted the Center for Archaeological Research to perform a preliminary evaluation of a 1,100-acre portion of a 2,000-acre property in south-central Bexar County (Figure 1). The project area is located in the vicinity of the confluence of the Medina River and Leon Creek. The general area of concern is an approximately 2,500-acre parcel of land located east of Applewhite Road and bounded by Leon Creek along the north and the Medina River along its southern edge. The area immediately adjacent to Applewhite Road is an upland consisting of a series of broad and flat finger ridges that slope eastward towards the confluence of the two streams.

Following the meeting between Raba-Kistner Consultants, Inc., and the CAR, Steve A. Tomka of the CAR met with James Bruseth and Mark Denton of the Texas Historical Commission to discuss the project. The THC indicated that during pervious meetings with Raba-Kistner Consultants, Inc., the THC suggested that the 1,100-acre property be delineated such that it leaves a buffer zone between the two main waterways and the area of potential effect (APE). It was proposed that a roughly 700-meter buffer zone be maintained from the Medina River and a 500-meter buffer zone be kept from Leon Creek. In addition, the consulting firm also was advised to stay above the confluence of the Medina River and Leon Creek due to the high probability of archaeological site within this area.

## **1.3 Archaeological Background and the Definition the Project Boundaries**

The definition of the 1,100 acres comprising the actual APE is critical within the broader 2,000-acre property. The location of the property adjacent the confluence of two major streams would likely have offered a highly desirable setting for prehistoric and historic settlement within its vicinity.

Archaeological investigations conducted in the immediate vicinity of the project area highlight the need for care in identifying a portion of the overall project area that minimizes impact to as few archaeological properties as possible. For instance, between 1981 and 1984, the Center for Archaeological Research conducted a 100 percent pedestrian survey for the proposed Applewhite Reservoir in southwestern Bexar County (McGraw and Hinds 1987). The survey focused primarily on the Medina River valley and resulted in the documentation of 78 archaeological sites. Thirteen archaeological sites were recorded along the northern descending bank of the Medina River, they are: 41BX349, 41BX652-659, 41BX661 and 41BX662, 41BX676, and 41BX832 (Figure 2). Thirteen additional sites are located along the southern descending bank of the Medina River and fall out of the 2,000-acre project area proper. These sites were further investigated by Texas A&M as part of the Applewhite Reservoir project and have been designated as State Archaeological Landmarks. A report on these investigations has not yet been completed.

Two additional archaeological sites (41BX660 and 41BX681) are located on the upper flatter portion of the project area. One of these (41BX681) is the aforementioned historic ranch site. The other is a heavily deflated and eroded multi-component site with both historic and prehistoric materials. No further work is suggested at this site given its heavily eroded condition.

Our first objective was to define a specific project area that encompassed approximately 1,100-acres and was centered roughly between the Leon Creek and the Medina River and did not encroach on the SAL sites located along the northern descending bank of the river. During their original discussions with Raba-Kistner Consultants, Inc., the THC indicated that it would be advisable to delineate a 1,100-acre tract that left a buffer zone of approximately 700-meters from the Medina River and 500-meters from Leon Creek while also remaining some distance west of the actual confluence of the two streams. Using ARCView, the CAR drafting department overlaid the suggested buffer zone on the 2,000-acre project area (Figure 2). Using this buffer zone, the available acreage within the uplands amounted to only approximately 786 acres, well under the desired 1,100-acres. As a next step, we decreased the buffer zone to 600 and 400 meters from the Medina River and Leon Creek, respectively (see Figure 2). This strategy produced a potential project area of approximately 982 acres, still under the desired 1,100-acres. As an additional trial of this strategy, we further reduced the buffers to 500 and 300 meters from the Medina River and Leon Creek, respectively (see Figure 2). This strategy yielded a project area that was approximately 1,194-acres. However, the new boundary included portions of two archaeological sites on the north descending banks of the Medina River (41BX658, and 41BX349) and included all of 41BX676, a historic cemetery site. In addition, this project boundary also included site 41BX681, the historic ranch site, as well as 41BX660, the eroded upland site.

Given especially the impact on the archaeological sites along the Medina River, we surmised that this strategy and project area would be undesirable. Given that the area along the Medina River has been previously surveyed by CAR, and a portion of the surveyed area falls well within the 1,100-acre Area of Potential Effect (APE), we propose that the boundary of the APE be directed by actual site locations along the southern margin (i.e., adjacent to the Medina River) of the project area. That is, since this area has been surveyed and site locations are well documented, a boundary can be delineated that will miss known sites yet it includes areas that have been subject to previous archaeological survey and found not to have archaeological remains. Furthermore, if desired, along the northern portion of the project area, adjacent to the historic ranch (41BX681), the project boundary could be adjusted such that it entirely excludes the site and also leaves between a 150-300 meter buffer along the Leon Creek channel. A narrower buffer zone is justifiable along the Leon Creek because much of the southern descending bank of the creek is relatively steep potentially making it less favorable for prehistoric occupation.

Using these new parameters, a more flexible boundary was delimited across the 2,000-acre property (Figure 3). This boundary excludes site 41BX681 and provides an approximately 300-meter buffer away from Leon Creek in the north-central portion of the APE. The buffer zone narrows to approximately 150-meters along the northeastern portion of the APE where the creek bank is relatively steep. Along the Medina River the project boundary intrudes upon the area previously surveyed by the Applewhite Reservoir project but moves around the known documented sites within the area and excludes all known sites found along the northern descending bank of the river. This strategy produces a project area within the immediate APE that amounts to approximately 1,217 acres. Furthermore, this strategy also leaves only one site, 41BX660, within the APE, and this site has been previously judged not to possess significant research value.

#### **1.4 Scope of Work**

This scope of work addresses the proposed levels of archaeological investigative effort necessary to provide a reconnaissance-level assessment of the cultural resources that may be found on the 1,100-acre APE. Specifically, the archaeological investigations associated with the current phase of cultural resource assessment have three distinct objectives:

- 1) Conduct an archaeological reconnaissance of the 1,100-acre project area
- 2) Carry out additional archival research to document the ownership and occupation history of the historic ranch, 41BX681; and
- 3) Photo-document the architectural components present on site 41BX681.

#### 1.4.1 Objective One

The first step in fulfilling this objective is to come to clearly delineate the location of the 1,100-acre APE that is of most direct concern within the approximately 2,500-acre property. Although some flexibility remains, it is suggested that the last positioning strategy mentioned above is most effective in retaining a buffer zone between the APE and the two floodplains, and at the same time minimizing impact to the fewest known cultural resources. Once an agreement is reached related to the actual positioning of the 1,100-acre APE, a 100 percent pedestrian reconnaissance of the area will be undertaken. The goal of the reconnaissance is to identify all surface-manifested archaeological sites.

#### 1.4.2 Objective Two

Although during the previous Applewhite Reservoir survey the CAR staff gathered some limited information on site 41BX681, the historic ranch site, it was the recommendation of the original survey that additional archival research should be conducted to ascertain the full occupation history of the property. To pursue this objective, additional deed record searches will be conducted in conjunction with the review of any archival records that may have been collected during the previous CAR survey.

#### 1.4.3 Objective Three

It has already been documented that site 41BX681 is a historic site that may have significant research value in terms of documenting the history of ranching within the northern portion of south Texas (see McGraw and Hinds 1987). Given the possibility that some structures dating to the original founding of the ranch may persist at the site, and these structures may retain unique architectural features of the time period, provided that access is obtained by Raba-Kistner Consultants, Inc, CAR staff will photo-document the standing architecture at 41BX681. These photographs will serve to document construction methods and techniques and the architectural style represented at the site.

### **1.5 Field and Laboratory Methods**

The 100 percent pedestrian reconnaissance will be carried out in a manner similar to pedestrian surveys with one major difference. While pedestrian surveys employ regularly spaced shovel tests and probes to look for buried deposits, the reconnaissance will be limited strictly to the ground surface. While the margins of gullies and/or erosion channels will be inspected for buried cultural deposits, no subsurface investigations will be carried out across the APE.

A strategy similar to pedestrian surveys will be employed in the reconnaissance in that crew members will be lined up along 30-meter transects. For the purpose of this survey, sites are defined as locations having at least five artifacts within a 30m<sup>2</sup> area, or as a location containing a single cultural feature such as a hearth. All other artifacts will be classified as isolated occurrences.

To minimize costs of the overall project, a no collection policy is proposed for the reconnaissance. That is, while temporally or technologically diagnostic artifacts will be noted and perhaps even photographed in the field, no artifacts will be collected for laboratory analysis and curation. The principal goal of this archaeological reconnaissance is simply to identify all surface manifested archaeological sites within the APE. Once a site is identified, according to the aforementioned criteria, and its general surface extent roughly determined, the location of the site will be recorded using a Trimble Geo Explorer II Global Positioning System (GPS) unit.

#### **1.6 Interim, Draft and Final Reporting Procedures and Deliverables**

Upon completion of the fieldwork, CAR will produce an interim report that will detail the findings of the investigations focusing in particular on the number and location of newly discovered archaeological sites and the results of the archival research on 41BX681. The interim report will also contain examples of photographs documenting the architectural style and elements of the original structures on the site. This document will be submitted to the client and the Texas Historical Commission for review and assessment of the recommendations, if any, for additional archaeological investigations.

If no additional testing or other archaeological investigations are necessary, the CAR will prepare a draft report containing details of our findings and a map showing the locations of the newly discovered archaeological sites. Three copies of the draft reconnaissance report will be provided for review. A final report, incorporating and addressing any Texas State Historic Preservation Office (SHPO) comments, will be prepared. All text and graphics will be provided in both computerized and paper form. In addition, one camera-ready version of the final report, and 50 printed copies of the final report, will be provided. The submission of the final copies of this report will satisfy Section 106 requirements related to this proposed project.

If the reconnaissance efforts described above identify undisturbed archaeological sites within the APE, the decision to carry out any additional archaeological investigations would be carried out only at the request of THC and with agreement from the client.

### **1.7 Curation of Records and Artifacts**

Because a no collection policy will be followed during the project, no cultural material will be available for curation. Nonetheless, all notes derived through the project during the survey will be prepared in accordance with federal regulation 36 CFR part 79. Field notes, forms, and photographs will be placed in labeled notebooks. Photographs, slides, and negatives will be placed in archival-quality sleeves. All notebooks will be stored in acid-free boxes. Documents and forms will be printed on acid-free paper. A copy of the reconnaissance report and all computer disks pertaining to the investigations will be stored in an archival box and curated with the field notes and documents.

### **1.8 Additional Considerations**

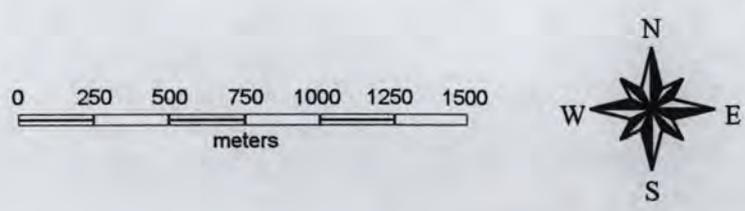
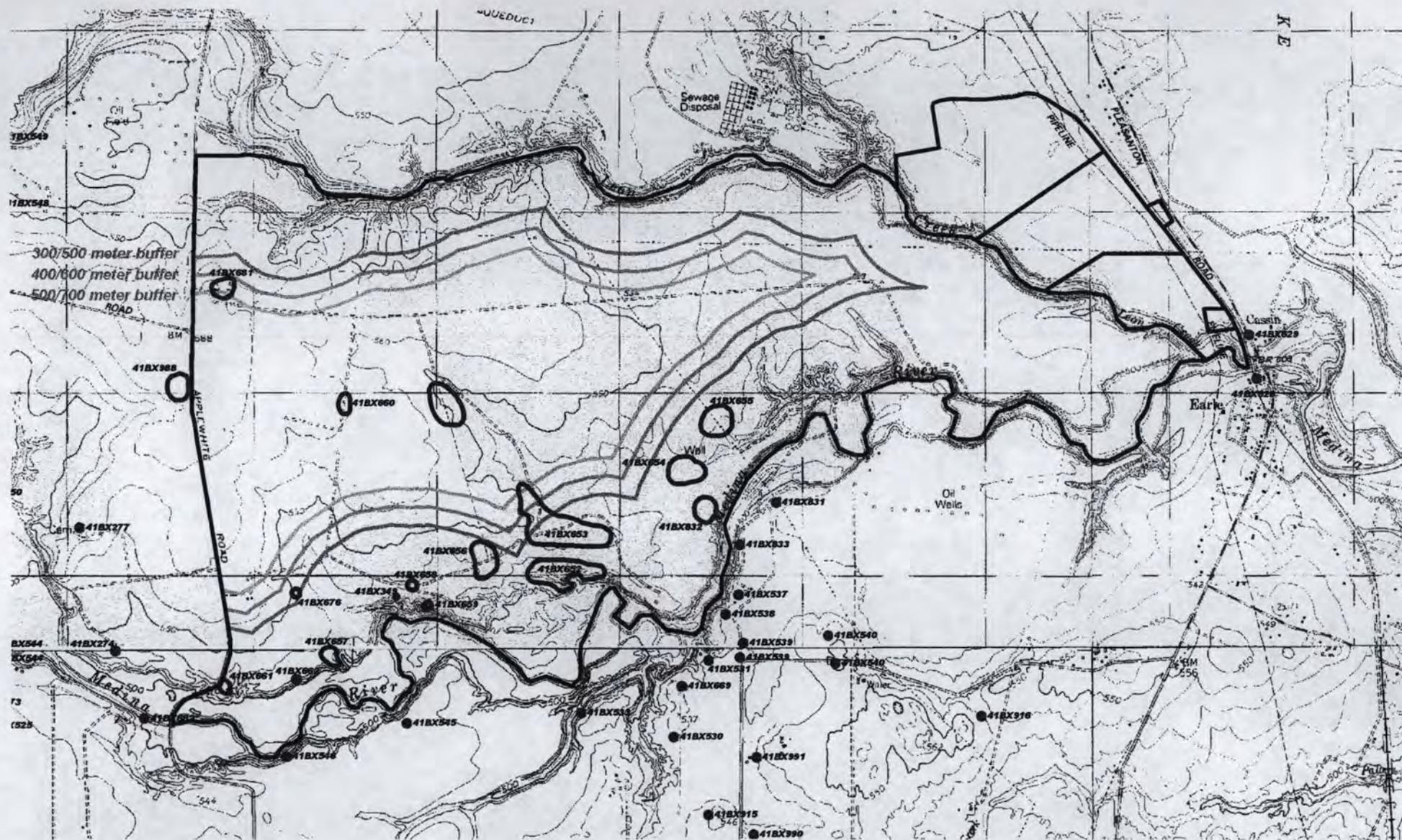
Prior to the initiation of any fieldwork, CAR will apply for the necessary Texas State Antiquities Permit. Fieldwork will commence once this permit and requisite contracts have been routed through the University. Archaeologists from the CAR will be available for consultation with representatives of the Texas SHPO and Raba Kistner Consultants, Inc.

### **References Cited**

McGraw, A.J., and K. Hinds

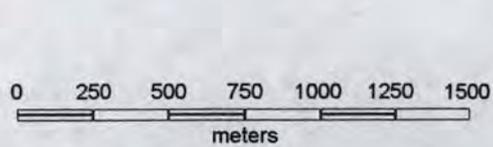
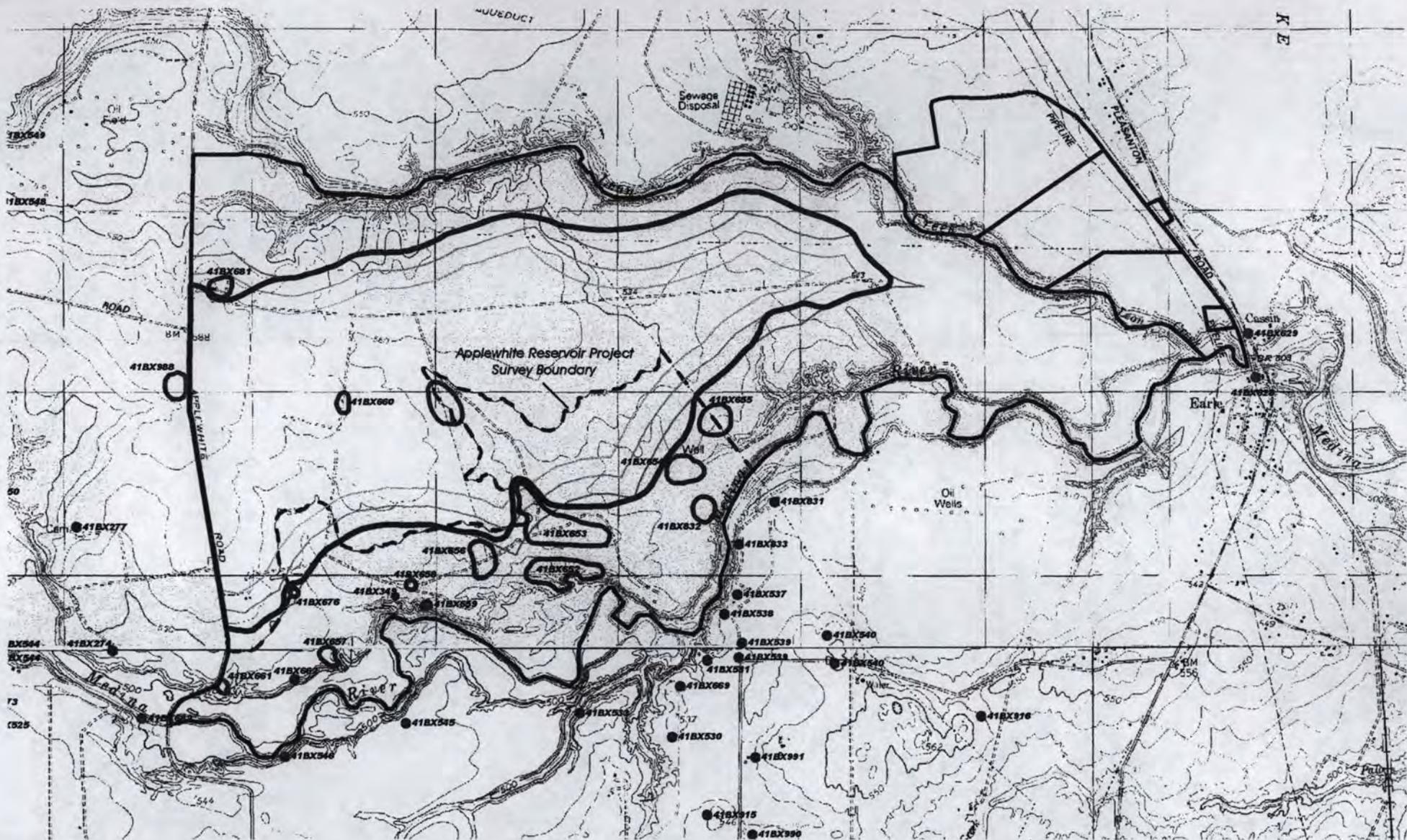
1987 Chipped Stone and Adobe: A Cultural Resources Assessment of the Proposed Applewhite Reservoir, Bexar County, Texas. Archaeological Survey Report, No. 163. Center for Archaeological Research, The University of Texas at San Antonio.





Center for Archaeological Research  
The University of Texas at San Antonio

Figure 2. Project area placement and size as defined by three buffer zones. Note location of known archaeological sites.



Center for Archaeological Research  
The University of Texas at San Antonio

Figure 3. Project area placement as defined by flexible buffer zone (blue line). Note location of known archaeological sites.

ATTACHMENT B

Center for Archaeological Research  
 Reconnaissance Survey/ Archival Work- Project Starbright  
 23-Oct-02

I. Salaries and Wages	% Time	Days	Rate	Total
A. Principal Investigator (Steve Tomka)	0.25	15		0
B. Field Work	No. People			
Project Archaeologist	1	10	\$170	\$1,700
Technical Assistant	3	10	\$96	\$2,880
C. Lab and Report Prep				
Lab Director	1	0.5	\$140	\$70
Lab Technical Assistant	1	1	\$96	\$96
Historian/ Archivist	1	3	\$135	\$405
Project Archaeologist	1	3	\$170	\$510
Editor	1	1	\$170	\$170
Drafting	1	2	\$112	\$224
<b>TOTAL SALARIES AND WAGES</b>				<b>\$6,055</b>
II. Fringe Benefits	Amount	Days	Rate	Total
Partial benefits - 12% of Salary	\$3,605		0.12	\$433
Full benefits - 20% of Salary	\$2,450		0.2	\$490
Health Insurance- (20.00/day)		16.5	\$20	\$330
<b>TOTAL FRINGE BENEFITS</b>				<b>\$1,253</b>
III. Maintenance and Operation	Number	Pages	Rate	Total
A. Expendable Supplies (field, laboratory)				\$25
B. Vehicle (650 miles/\$0.50 mile)	650		\$0.50	\$325
C. Report Printing/Copying (Draft- 40 Pages/ 3 copies)	3	120	\$0.10	\$36
<b>TOTAL M &amp; O</b>				<b>\$386</b>
IV. Office services (16.7% of total)	Amount		Rate	Total
	\$7,694		0.167	\$1,285
<b>TOTAL DIRECT COSTS</b>				<b>\$8,978</b>
V. University Overhead				
18% of salaries and wages		\$6,055	0.18	\$1,090
<b>TOTAL PROJECT BUDGET</b>				<b>\$10,068</b>

# **Project Starbright Land Contract**

**City Council Presentation**

**Item # 69 & 70 b**

**August 7, 2003**

1

## **City Council/Starbright IDC**

- Both the City Council and the Starbright IDC will consider:
  - Ratifying the assignment of the contract for land acquisition of approximately 1,726 acres in the amount not to exceed \$16,090,000.

2

## **Starbright Transaction**

- May 29 - City entered agreement with EDF Title Holding Company, Inc. to purchase approximately 1,726 acres.
- June 5 – EDF Title Holding company closed on property sale with loan from bank consortium.
- June 26 – Bond funds available.

3

## **Starbright Transaction**

- July 18 – Executive director executed real estate conveyance of the property from EDF Title Holding Company to Starbright IDC.
- This action will ratify the real estate closing that occurred July 18.

4

## **Recommendation**

- Staff recommends approval of ratification of assignment of the contract for the acquisition of approximately 1,726 acres.

5

## **Next Steps**

- City continues to complete environmental assessment and remediation efforts on Starbright site.
- City continues to seek conveyance of approximately 1,800 acres of the former Applewhite property to the Starbright IDC.
- Toyota groundbreaking anticipated Fall 2003.

6

# **Starbright IDC**

Item 70 a  
August 7, 2003

1

## **Starbright IDC Request**

- Resolution approving payment to UTSA for archeological survey and research associated with Starbright site.
- Executive director will have authority to approve contracts and payments \$25,000 or less.

2

## UTSA Archeological research

- UTSA has been engaged to conduct research on sites identified by the Texas Historical Commission as possibly having archeological significance.
- Research must be done as part of Starbright Agreement prior to conveying the site to Toyota.

3

## Recommendation

- Site research expected to be complete by early September.
- Staff recommends approval.

4

AGENDA ITEM NO. **70(A)**

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

**To:** Mayor & City Council as the Board of the Starbright Industrial Development Corporation

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

**From:** Christopher J. Brady, Executive Director

**Copies:** Milo Nitschke; file

**Subject:** A resolution approving payment to the University of Texas at San Antonio for conducting an archeological survey of the proposed Starbright site in an amount not to exceed \$70,000 and delegating authority to the Executive Director to approve contracts and authorize payments involving expenditures of \$25,000 or less.

**DATE:** August 7, 2003

**Summary and Recommendation:**

Resolution for the Board of Directors for the City of San Antonio, Texas Starbright Industrial Development Corporation (IDC) authorizing the executive director to pay the University of Texas at San Antonio (UTSA) for Archeological research and survey for the Toyota site in an amount not to exceed \$70,000. Further, the resolution delegates authority to the Executive Director to approve contracts for goods and services of \$25,000 or less and to approve payment(s) pursuant to those contracts if sufficient funds have been appropriated for the purchase(s). However, the Executive Director may not knowingly approve separate, sequential or component purchases to avoid the maximum limitation on the Executive Director's authority.

Staff recommends approval.

**Background Information:**

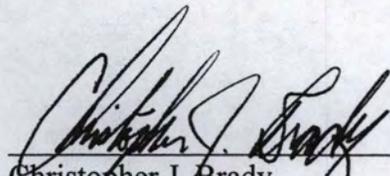
The Starbright Agreement between the City of San Antonio, Starbright IDC and Toyota was authorized May 22, 2003. The agreement states that "as of the date the Project Site is conveyed to Toyota, there shall be no: (a) Hazardous Substances, (b) archeological effects or remains, endangered species, or any outstanding mineral interests on the Project Site that will in any way adversely affect the development, construction, or operation" of the Toyota plant. In order to fulfill the contract obligations, the City has worked with UTSA to provide archeological research and survey to avoid any potential sites designated as archeologically significant.

**Financial Impact:**

This resolution authorizes the Starbright IDC to pay for archeological services rendered by UTSA pertaining to the land acquisition for the Starbright Project. 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.

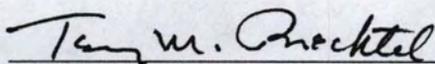
**Coordination:**

This ordinance has been coordinated with the City Attorney's Office, Office of Budget and Management, and Finance Department.



Christopher J. Brady  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager