

AN ORDINANCE 81310

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE TEXAS ANTIQUITIES COMMITTEE (TAC) OF THE TEXAS HISTORICAL COMMISSION AND ST. MARY'S UNIVERSITY ALLOWING THE EXCAVATION OF THREE SUSPECTED WELL SITES IN ALAMO PLAZA AND AUTHORIZING THE CITY MANAGER IN CONJUNCTION WITH ST. MARY'S UNIVERSITY TO APPLY FOR A TAC PERMIT FOR THESE EXCAVATIONS.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

Section 1. The City Manager is hereby authorized and directed to execute the Memorandum of Agreement attached hereto and incorporated herein with the Texas Antiquities Committee (TAC) of the Texas Historical Commission and St. Mary's University allowing excavation of three suspected water well locations on Alamo Plaza and authorizing the City Manager to take necessary action, in conjunction with St. Mary's University, to obtain a permit for such excavation.

Section 2. The agreement attached hereto shall not be executed by the City Manager until copies of all required insurance certificates and bonds have been affixed to the attached Memorandum of Agreement.

PASSED AND APPROVED on this 8th day of December, 1994.

Thomas W. Wolff
M A Y O R

ATTEST: *Arma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *David B. Conner*
CITY ATTORNEY

94-56

- ALAMODOME
- ARTS & CULTURAL AFFAIRS
- ASSET MANAGEMENT
- AVIATION
- BUILDING INSPECTIONS
- BUILDING INSPECTIONS-HOUSE NUMBERING
- 1 CITY ATTORNEY (ARRANGE)
- MUNICIPAL COURT
- REAL ESTATE (FASSNIDGE)
- REAL ESTATE (WOOD)
- REAL ESTATE (HUBBARD)
- TRIAL SECTION
- CITY MANAGER
- TRAVIS BISHOP, ASST. TO CITY MGR.
- CODE COMPLIANCE
- INTERGOVERNMENTAL RELATIONS
- INTERNATIONAL RELATIONS
- YOUTH INITIATIVES
- CITY PUBLIC SERVICE-GENERAL MANAGER
- CITY PUBLIC SERVICE-MAPS & RECORDS
- COMMERCIAL SERVICES (PUBLISH)
- COMMUNITY DEVELOPMENT
- CONVENTION CENTER
- CONVENTION CENTER
- 1 DOME DEVELOPMENT
- ECONOMIC DEVELOPMENT
- FINANCIAL SERVICES
- AS
- 1 CITY CLERK
- 1 CITY ENGINEER
- 1 CITY HISTORIC PRESERVATION
- 1 CITY INSPECTOR
- FIRE DEPARTMENT
- HOUSING
- INFORMATION SERVICES
- INTERNATIONAL RELATIONS
- LIBRARY
- 1 MANAGEMENT SERVICES (PERSONNEL)
- MARKET SQUARE
- METROPOLITAN HEALTH DISTRICT
- MUNICIPAL COURTS
- 1 PARKS & RECREATION
- PLANNING
- DISABILITY ACCESS OFFICE
- LAND DEVELOPMENT SERVICES
- POLICE DEPARTMENT
- POLICE DEPARTMENT-GROUND TRANSPORTATION
- PUBLIC INFORMATION OFFICE
- PUBLIC UTILITIES
- 1 PUBLIC WORKS
- CAPITAL PROJECTS
- CENTRAL MAPPING
- 1 ENGINEERING
- PARKING DIVISION
- REAL ESTATE (BILL TOUDOUZE)
- SOLID WASTE
- TRAFFIC ENGINEERING
- PURCHASING & GENERAL SERVICES
- SAN ANTONIO WATER SYSTEM (SAWS)
- MUNICIPAL CODE CORPORATION (PUBLISH)

12/8

Original Memorandum
of Agreement Kept by
Steve Arrange. Will be
provided for signature
after ordinance is
approved.

Delores

ITEM NO. 34
DEC 08 1994

MEETING OF THE CITY COUNCIL DATE: _____

MOTION BY: Paula Burke SECONDED BY: Houston

ORD. NO. 81310 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYE	NAY
ROGER PEREZ DISTRICT 1		✓	
RUTH MC-CLENDON DISTRICT 2		✓	
LYNDA BILLA BURKE DISTRICT 3		✓	
HENRY AVILA DISTRICT 4		✓	
JUAN F. SOLIS III DISTRICT 5		absent	
HELEN AYALA DISTRICT 6		✓	
BOB ROSS DISTRICT 7		absent	
BILL THORNTON DISTRICT 8		✓	
HOWARD PEAK DISTRICT 9		absent	
LYLE LARSON DISTRICT 10		absent	
NELSON WOLFF MAYOR		✓	

94-56

FILE "TEXAS ANTIQUITIES COMMISSION"

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF SAN ANTONIO,
THE
ST. MARY'S UNIVERSITY
AND THE TEXAS ANTIQUITIES COMMITTEE**

WHEREAS, the City of San Antonio ("City"), the Texas Antiquities Committee ("TAC")/Department of Antiquities Protection ("DAP"), and St. Mary's University ("University") desire to enter into a Memorandum of Agreement ("MOA") under which the City and the University will be granted a permit under the Antiquities Code of Texas for archaeological excavations by staff archaeologists of the "Alamo Wells"; and

WHEREAS, under the provisions of the Texas Natural Resources Code, the TAC and the City are charged with the responsibility for the protection and preservation of the archaeological and historical resources of Texas; and

WHEREAS, under the provisions of Chapter 191, Subchapter C, SS191.051.051 and 191.053, Texas Natural Resources Code, TAC may contract with or issue permits to other state agencies or political subdivisions of the State for the discovery and scientific investigation of archaeological deposits; and

WHEREAS, under the provisions of this MOA, an Antiquities Permit is to be issued to the City and the University for execution of the agreement, subject to fulfillment of stipulated conditions; —

NOW, THEREFORE, the City of San Antonio, St. Mary's University, and the Texas Antiquities Committee agree to enter into this Memorandum of Agreement to provide for the archaeological excavation of the "Alamo Wells".

GENERAL PROVISIONS:

By means of this Memorandum of Agreement and under an Antiquities Permit, University will perform archaeological data recovery excavations of buried archaeological features (discovered through remote sensing devices) for the City and University. These features, referred to as the "Alamo Wells", are thought to be a well excavated by and for the defenders of the Alamo, a colonial era well, and an

anomaly between the wells are located in the street in front of the Alamo Chapel some three or four feet below the existing street surface grade.

All excavations, either by hand or mechanical means, will be performed and directed by professional archaeologists. Any and all artifacts recovered will remain the property and curation responsibility of the City as provided for under the Antiquities Code of Texas. Since this is an important cultural resource on City property, the City will insure thru the University that all conditions for excavation, artifact analysis, artifact curation, and report production will be completed as provided for in this agreement.

RESPONSIBILITIES AND CONDITIONS:

1. University will provide funding for the archaeological investigation, artifact analysis, report production, and artifact curation, at a “qualified” (to be determined by DAP) curatorial repository and will serve as the “Sponsor” and “Permittee” under the Antiquities permit. Any contractual arrangements must minimally satisfy the conditions and requirements of the MOA and Permit, and if requested by the City any contract must be reviewed and approved by the City and DAP prior to permit issuance.
2. University will serve as the archaeological contractor (“investigative firm”) for the project and Thomas Guderjan will serve as the “Principal Investigator” under the Antiquities Permit. University will insure that all archaeological investigations will be performed as proposed in their “Scope-of-Work” and “Research Design” previously submitted with the permit application and approved by DAP. All investigations, analysis, and report production by University must conform to the Council of Texas Archaeologists Guidelines and the “Rules for Practice and Procedure (Chapter 41) under the Antiquities Code of Texas. University will also be responsible for reporting to the City, and DAP any findings that could potentially change the scope-of-work under the agreement. They will also keep DAP informed by telephone (on a weekly basis) of the progress of the field investigations. University will also be responsible for proper care of the objections/artifacts recovered from the excavations and will insure transfer of the artifacts, to the assigned curatorial repository, in acceptance condition.
3. University hereby agrees to execute with sureties and deliver to the City, at once, a “Performance Bond” in the total amount of Seven Thousand Dollars (\$7,000) approved by the City as to form and

sufficiency, conditioned that University shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of the contract, said Performance Bond to be attached hereto and included herein for all purposes.

4. University shall furnish the following types of insurance, for the duration of the project, and deliver two copies of Certificates of Insurance showing compliance with the provisions of this paragraph, to the City Director of Parks and Recreation prior to or at the time this contract is executed.
 - a. Workman's Compensation and Employer's Liability -- Statutory, \$100,000.00 each occurrence.
 - b. Commercial General (Public) Liability -- to include coverage for the following where the exposure exists: (1) Premises/Operations, (2) Independent Contractors, (3) Products/Completed Operations, (4) Personal Injury, (5) Contractual Liability, (6) Explosion, collapse and Underground Property Damage -- Combined Single Limit for Bodily Injury and Property Damage: \$500,000.00 or its equivalent.

The City shall be named as an additional named insured in all coverage described above. In the submission of the Certificates of Insurance, the insurance company in every case must agree to providing notice of cancellation of any insurance to the City ten (10) days prior to such cancellation of policies covered by the certificates.

5. The City is the political subdivision of the State that owns the "wells" in question. They will serve as the "Permittee/Land Owning Agency" under the Antiquities Permit. The City is ultimately responsible for its own cultural resources; therefore, by approving the excavation, study, and partial destruction of this archaeological deposit, they assume responsibility for the final completion of the provisions and conditions of this agreement and the permit, should University be unable to complete their legal responsibilities. If at any time the City believes that the excavation should be terminated for any reason the City may do so but must notify all parties as soon as possible of such action.
6. DAP will authorize the start of the investigations within thirty days of receipt of the completed and properly signed copies of the MOA and permit application. DAP will also be responsible for monitoring University investigations and will report any potential problems or violations of the agreement to the other parties. Termination of the field investigations by University must be approved by DAP and an on-site field inspection by DAP may be necessary prior to final approval.

If any time DAP believes that data or artifact recovery from the excavations could or will exceed the budget or ability of University to provide for the proper analysis, report production, curation or conservation of the artifacts or data being recovered from the excavations, DAP has the authority to terminate the excavations and or permit and must notify all parties as soon as possible.

7. Field work shall not begin before 8:00 a.m., January 9, 1995. Decisions related to the potential preservation, display, or demolition of the remains of the "well", and the back-filling of the "well" after completion of the field investigations, should be worked out between DAP and the City prior to completion of the archaeological excavations. Such decisions will depend on University findings, however, so both parties should stay informed and be prepared to meet and consult with University regarding back-filling the excavations. Backfilling shall be completed by February 28, 1995.
8. Regardless of who undertakes the task of removal of the stone or concrete street paving and concrete base for the paving, over the proposed archaeological excavation area, no jack-hammers or other types of machinery that could cause vibration damage to the Long Barracks or Chapel of the Alamo shall be used for that task. University archaeologists will be responsible for monitoring and directing the paving removal relative to its potential adverse impact to archaeological deposits. All conformance with state, federal or local trench safety regulations related to these investigations are the responsibilities of the University.
9. During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, University shall exercise the utmost care to avoid accident or injury to persons or property. It shall place and maintain all necessary barriers and safeguards, including watchmen, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site. University shall and will indemnify and save harmless the City from and against any and all actions and claims and against all costs, damages and expenses of any nature to which the City may be put by reason of any injury or alleged injury to person or property resulting or alleged to result from or to be occasioned by the acts or omissions of University or the City whether negligent or otherwise, in the performance, conduct or maintenance of the work, or in guarding same or from any improper methods, tools, implements or materials employed therein, or on account of any such acts or omissions of agents, servants, employees, assignees or subcontractors (including the agents, servants and employees of

such subcontractor); and or its insurer shall well and truly make payment of any and all sums recovered against the City in any suit or suits on account of such alleged injury or damage to which the City may be made a party, together with all costs, damages and expenses borne by the City in connection with such suits, all in a manner as to save the City harmless from any expense connected with such actions and claims.

10. The City will not assert any claim to any video taped or other film record of the project, provided however, the City will be given copies of all video tapes or other film records of this project which it may use for all purposes other than commercial marketing of said video tapes or film.

In Witness Whereof this instrument is executed on the _____ day of _____, 1994.

Dr. James E. Corbin, Chairman
Texas Antiquities Committee

Alexander E. Briseño, City Manager
City of San Antonio

Reverend John Moder, S.M., President
St. Mary's University

DEC 8 '94 09:48 TITAN SURETY

800 775 8715

15124690443

P. 01/03

DEC-07-94 WED 16:54

WILLIAM GAMMON INSURANCE

FAX NO. 512 469 0443

P. 14/15

FROM : Pacific Star

PHONE NO. : 512271035

P01

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR) Know all men by these presents
CITY OF SAN ANTONIO)

1. That we TESORO DEL ALAMO PRESERVATION SOCIETY, INC.

as Principal, and TITAN INDEMNITY COMPANY

do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of

\$ 200,000 for payment of which our well and truly to be made in and unto said City of San Antonio. We do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally,

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

TESORO DEL ALAMO PRESERVATION SOCIETY, INC.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

TO REPAIR, REPLACE AND RETURN APPROXIMATELY 144 SQ. FT. OF ROADWAY LOCATED ON ALAMO PLAZA DRIVE EAST TO ITS ORIGINAL CONDITION (EXCEPTING THE USE OF NEW STONE) IMMEDIATELY PRIOR TO THE ARCHAEOLOGICAL EXCAVATION TO BE UNDERTAKEN BY TESORO DEL ALAMO AND ST. MARY'S UNIVERSITY.

and for the performance and observance of divers other matters and things in connection with said work as all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party of this obligation, shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and otherwise this obligation shall be and remain null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuing obligation against the principal and each member of said principal party hereto, and each and all successors, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been collected; and the liability of the sureties on this bond shall not be in any manner released or discharged by any change in the work which may be authorized or directed by the City, nor by the contract or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance;

DEC 8 '94 09:49 FI TITAN SURETY

000 775 0715 T 5124690443

P.02/03

DEC-07-94 WED 10:54

WILLIAM GAMMON INSURANCE

FAX NO. 512 469 0443

P.15/15

FROM : Pacific Star

PHONE NO. : 5123371999

P02

4. IN TESTIMONY WHEREOF, witness our hands and the seal of my incorporated surety bonded this 8th day of December, A.D. 1994

5. The foregoing bond is approved and accepted this _____ day of _____ 19____.

By

City Manager

(SEAL)

TITAN INDEMNITY COMPANY

Agency

By *Jim Swindle*

Jim Swindle

Attorney-in-Fact

Address of Surety for Service

Titan Indemnity Company
P.O. Box 60007
San Antonio, TX 78209



Prepared

**TITAN INDEMNITY COMPANY
San Antonio, Texas**

GENERAL POWER OF ATTORNEY

No 122841

Know all men by these Presents, that TITAN INDEMNITY COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint **Jim Swindle of San Antonio, Texas**

its true and lawful Attorney-in-Fact, for it and in its name, place and stead to execute on behalf of these said Company, as surety, bonds, undertakings, contracts of suretyship, and other documents of a similar character issued in the course of its business, and to bind the Company thereby, provided that no bond or undertaking or contract of suretyship executed under their authority shall exceed in the amount the sum of

Twenty Thousand Dollars & 00/100 Cents (\$20,000.00)

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of TITAN INDEMNITY COMPANY on the 8th day of April, 1991.

Resolved That Mark E. Watson, Jr., President, Mark E. Watson, III, Secretary, Michael J. Bodysko, Treasurer and Gene Holt, Vice President of Surety Operations, or any of them, shall have the power to appoint Attorney-in-Fact as the business of the Corporation may require or to authorize any persons to execute on behalf of the Corporation, any and all bonds, undertakings and contracts of suretyship or other written obligations in the nature thereof.

Resolved Further, That the Company seal and the signature of any of the aforesaid officers may be affixed by means to any power of attorney certified of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, TITAN INDEMNITY COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by its Secretary this 8th day of April, 1991.

Attest

TITAN INDEMNITY COMPANY
By:

Mark E. Watson, III, Secretary

Gene Holt, Vice President

The State of Texas §
§
County of Bexar §

On the 18th day of November, 1991 before me personally came Gene Holt, to me known, who being by me duly sworn, did depose and say that he is the Vice President of TITAN INDEMNITY COMPANY, the corporation described in and which executed the above instrument that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jill Suringardner, Notary Public

Certificate

I, the undersigned, the Treasurer of TITAN INDEMNITY COMPANY, a Texas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of San Antonio, in the State of Texas, Dated the 8th day of December, 1994

Michael J. Bodysko, Treasurer

Arthur J. Gallagher & Co.

The Gallagher Centre, Two Pierce Place, Itasca, IL 60143-3141 - 708/773-3800

CERTIFICATE OF INSURANCE

<p>Name and address of certificate holder</p> <p>CITY OF SAN ANTONIO ATTN: Dale Bransford FAX: 210-207-8444</p>	<p>Name and address of the insured</p> <p>BROTHERS OF THE CHRISTIAN SCHOOLS AND AFFILIATES 1205 Windham Parkway Romeoville, IL 60441-1694 Phone: (800) 807-0100</p> <p>And including:</p>
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Company	Policy No.	Applicable	Expiration
Underwriters at Lloyd's London and other British Companies	ISL20269/ICO30358	A, B, C	8/1/95
Insurance Company of North America	XCBG1560772-1	A, B, C	8/1/95
Hartford Insurance Company	83 XLS SD 8612	A	8/1/95
T.N.C.R.R.G., Inc.	RRG10216	B, C	8/1/95
T.N.C.R.R.G., Inc.	XS10216	B, C	8/1/95
United National Insurance Company	XTP 43164	B, C	8/1/95
International Insurance Company	MLA 3530670	B, C	8/1/95
Centennial Insurance Company (Massachusetts Only)	365-405506	C	8/1/95
Safety Mutual Casualty Corporation	AGC-3588-IL	D	1/1/95
Centennial Insurance Company	400-70-49-51	E	1/1/95
Centennial Insurance Company	400-44-35-83	F	1/1/95
Centennial Insurance Company	400-44-35-82	G	1/1/95
Kemper Insurance Company	3XN022401-03	H	8/1/95

REMARKS

EVIDENCE OF GENERAL LIABILITY COVERAGE FOR ST MARY'S UNIVERSITY, ONE CAMINO SANTA MARIA, SAN ANTONIO, TX 78228 WITH RESPECTS TO AN ARCHAEOLOGICAL SERVICE BEING PERFORMED ON THE GROUNDS OF THE ALAMO BY ST MARY'S REPRESENTATIVES. CITY OF SAN ANTONIO IS ADDED AS ADDITIONAL INSURED. SEE LIMIT OF LIABILITY ON THE REVERSE SIDE OF THIS DOCUMENT.

*on city property...
 Alamo Plaza*

Cancellation: Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the above-named certificate holder.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits, if any. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.

ARTHUR J. GALLAGHER & CO.

By *James S. Gault*

James S. Gault
 President NRMS

Date: 12/7/94 js

If you have any questions, call: Carol Masur (708) 285-3887

Coverage	Description
A	All Risk Perils for all Real & Personal property, and Business Interruption, \$225,000,000 limit per occurrence.
B	Comprehensive General Liability including premises, contractual, and products liability, \$5,000,000 limit any one occurrence.
C	Comprehensive Automobile Liability & Physical Damage Coverages, \$5,000,000 limit any one occurrence.
D	Workers' Compensation Statutory Benefits and Statutory Employers' Liability for the State of Illinois only.
E	Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of California.
F	Workers' Compensation Statutory Benefits and \$100,000 Employers' Liability for States of Arkansas, Colorado, Connecticut, Washington, DC, Florida, Georgia, Indiana, Iowa, Kentucky, Maryland, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New Mexico, New York, Pennsylvania, Tennessee, Texas, and Vermont.
G	Workers' Compensation Statutory Benefits and \$100,000 Employers' Liability for States of Arizona, Hawaii, Kansas, Maine, Nebraska, Oregon, South Carolina, Virginia, Wisconsin.
H	Boiler & Machinery Coverages, \$30,000,000 limit per accident.

Miscellaneous

Additional Remarks:



CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: City Council

FROM: Ronald R. Darner, Director, Parks & Recreation Dept.

COPIES TO: Legal; Finance; Management Services; File.
ORDINANCE AUTHORIZING AGREEMENT WITH ST. MARY'S UNIV.

SUBJECT: FOR THE EXCAVATION OF THE "ALAMO WELLS" IN ALAMO PLAZA

Date: November 19, 1994

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to enter into a Memorandum of Agreement with the Texas Antiquities Committee (TAC) of the Texas Historical Commission and St. Mary's University allowing the excavation of three suspected well sites in Alamo Plaza. In addition, this ordinance authorizes the City Manager, in conjunction with St. Mary's University, to apply for a TAC Permit for these excavations.

The three suspected well sites are believed to have been dug and/or utilized by the Alamo defenders in 1836. Through the use of remote sensing devices it is believed that these three sites are located three to four feet below the existing street surface grade in front of the Alamo Chapel. All excavations will be performed and directed by professional archaeologists associated with St. Mary's University. All artifacts recovered, if any, will remain the property of the City.

We recommend approval of this ordinance authorizing this Memorandum of Agreement and submission of the Permit Application to TAC for these excavations.

POLICY ANALYSIS

Under the provisions of the Texas Natural Resources Code the City and the TAC are responsible for the protection and preservation of the City's archaeological and historical resources. This excavation is consistent with these responsibilities. In addition, this project will be reviewed by the City's Historic and Design Review Commission.

FINANCIAL IMPACT

St. Mary's University will assume all cost associated with these excavations, including restoration of the public street after completion of the project. In addition, St. Mary's will provide for all artifact analysis and preservation, report production, and artifact curation. This agreement will place no demands on any City Fund.

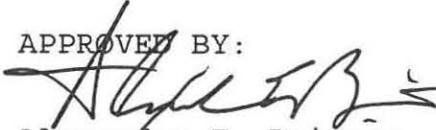
SUPPLEMENTARY COMMENTS

Both St. Mary's University and the TAC are exempt from required disclosures under the City Code of Ethics.



Ronald R. Darner,
Director of Parks & Recreation

APPROVED BY:



Alexander E. Briseno
City Manager

- a. Greer 1967
- b. Sorrow 1970
- c. Schuetz
- d. Fox 1979
- e. Eaton 1977
- f. Briggs 1992
- g. Fox 1975
- h. Fox 1988, 1989
- i. Fox 1977
- j. Ivey 1979-1980

● Proposed 1995

