

Historic Sites Committee

April 2, 2024



TEXAS HISTORICAL COMMISSION

AGENDA HISTORIC SITES COMMITTEE

Renaissance Austin Hotel
Bluebonnet Room
9721 Arboretum Boulevard
Austin, TX 78759
April 2, 2024
1:00 p.m.

This meeting of the THC Historic Sites Committee has been properly posted with the Secretary of State's Office according to the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. The members may discuss and/or take action on any of the items listed in the agenda.

1. **Call to Order**
 - A. **Committee member introductions**
 - B. **Establish quorum**
 - C. **Recognize and/or excuse absences**
2. **Consider approval of the January 30, 2024, Historic Sites Committee meeting minutes**
3. **Consider approval of the updated Iwo Jima operating and land use agreement – (Item 12.2)**
4. **Consider acceptance of 14.74 acres of land adjacent to San Felipe de Austin State Historic Site – (Item 12.3)**
5. **Consider approval of utility easement at French Legation State Historic Site – (Item 12.4)**
6. **Land Assessment for the Longhorn Herd Report**
7. **Consider approval to authorize staff to enter lease negotiations for land for the Longhorn Herd – (Item 12.5)**
8. **Site Manager Committee Report**
9. **Historic Sites Initiatives and Staffing Report**
10. **Interpretation at Historic Sites Report**
11. **Education at Historic Sites Report**
12. **Community Engagement Report**
13. **Historic Sites Facilities Report**
14. **Public Archeology Report**
15. **Collections Report**
16. **Earned Revenue Report**
17. **Deputy Executive Director of Historic Sites Update**
18. **Adjournment**

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact Esther Brickley at (512) 463-5768 at least four (4) business days prior to the meeting so that appropriate arrangements can be made.

TEXAS HISTORICAL COMMISSION

Minutes
HISTORIC SITES COMMITTEE
Holiday Inn Austin Town Lake
Sunflower/Marigold Room
20 N-IH 35
Austin, TX 78701
January 30, 2024
1:30 p.m.

*Note: For the full text of action items, please contact the Texas Historical Commission at P.O. Box 12276, Austin, TX 78711 or call 512.463.6100. * All agenda items were discussed, although not necessarily in the order presented below.*

1. Call to Order

The meeting was called to order by Chairman Crain at being held in conformance with the Texas Open Meetings Act, Texas Government Code, 1:30 am on January 30, 2024. The meeting had been posted to the *Texas Register*, was Chapter 551, and that notice had been properly posted with the Secretary of State's Office as required.

A. Committee member introductions

Chairman Crain welcomed all present and conducted roll call.

B. Establish quorum

Chairman Crain reported that a quorum was present and declared the meeting open.

C. Recognize and/or excuse absences

Absences: There were no absences noted.

2. Consider approval of the October 26, 2023, Historic Sites Committee meeting minutes

Chairman Crain asked if anyone had any comments regarding the minutes. There being none, the minutes were approved.

3. Consider approval of the Fort Martin Scott Phase III Analysis - (Item 11.2)

Bell introduced Chris Elliott Director of Historic Sites Operation to provide an overview of the Fort Martin Scott Phase III Analysis. Elliott reported that in July, representatives from the city of Fredericksburg formally requested the consideration of Fort Martin Scott as the 39th historic site by the Texas Historical Commission (THC). This initiated the required phase assessment protocol and subsequent research activities, including site visits and meetings with city officials held in September. The assessments covered various aspects such as historical significance, educational potential, revenue opportunities, facilities, and collections. Elliott emphasized that Fort Martin Scott holds significant historical value as the first federal fort constructed in the Texas frontier. It served as the final stop for travelers on the immigrants' road to California and played a crucial role in maintaining an unbroken treaty between the Fredericksburg Germans and the local Peneteka tribe. Additionally, it functioned as a prisoner of war camp during the Civil War.

Elliott highlighted educational potential of the site, encompassing a wide range of programs including STEAM-based initiatives, art programs inspired by historical drawings, vernacular architecture studies, and specialized history-focused programs such as archeological field schools and Texas Ranger history workshops. Other prospects also included programs centered on the indigenous history of the site, the US Camel Experiment, and agricultural activities.

Elliott discussed the revenue potential for the City of Fredericksburg, noting an average annual visitation of 2.6 million despite a resident population of 11,000 in AY22. In 2022, the city generated \$122 million in gross lodging receipts and has successfully recovered around \$6 million in occupancy tax. According to city officials, this year's figures were even higher, although the official report for 2023 had not yet been released. Elliott outlined various potential revenue streams, including rentals, events, retail, educational programming, direct donations, and outside partnerships, emphasizing the significant role partnerships play in bolstering revenue opportunities.

Elliott discussed various partnerships, including those with the Fredericksburg Pioneer Museum, Vereins Kirsche Museum, Fort McKavett, Fort Lancaster, the Texas Center at Schreiner University, the Alamo, Texas Forts Heritage Trails, Texas Hill Country Heritage Trails, Texas Camel Court, the official Longhorn Herd of Texas, Comanche Nation, and Texas Master Naturalists. Additionally, he mentioned that on January 2nd, the City of Fredericksburg voted to convey all 14 acres of fort grounds, along with all owned artifacts, structures, and equipment, to the THC. Elliott noted that the city agreed to lease an additional 61 acres to the Commission for an initial term of 15 years at no cost for livestock or programming purposes, with the first right of refusal to purchase the property if it becomes available for sale. An additional 29 acres would also be available for potential use.

Elliott pointed out that the city agreed to allocate \$40,000 annually from HOT funds to support the maintenance and programming needs of the site, with the possibility of additional funding requests on an annual basis. He emphasized that the addition of Fort Martin Scott was seen as beneficial in enhancing the visitor experience and increasing name recognition, while also potentially attracting visitors to other remote sites. Elliott expressed the belief that Fort Martin Scott could serve as a catalyst for bringing Texas' rich military history back into focus.

Elliot then reported that the THC found that Fort Martin Scott met the primary criteria for inclusion in its Historic Sites Program and recommended proceeding with its acceptance as the Commission's 39th Historic Site.

A motion was made by Commissioner Gravelle to move to send forward to the Commission to approve the Phase III analysis as recommended by staff. The motion was seconded Commissioner Bruseth.

Chairman Crain asked if there were any questions.

A question was raised about the authenticity of certain structures on the property, prompting Elliott to respond by emphasizing the use of interpretation and programming to address such issues. Elliott explains that while some buildings may not meet historical standards, efforts are made to convey their historical context accurately.

An inquiry was made regarding the ownership and leasing arrangements of the property. Elliott provided a detailed explanation, highlighting on the PowerPoint the portions owned by the City of Fredericksburg and those leased for 15 years. He also discusses additional acreage potentially available through agreements with Texas Tech University.

Concerns were raised about the potential risks of erecting buildings on leased land that could be reclaimed once the lease expires. Elliott commented that the leased property may not be suitable for extensive development due to existing utility plans and agreements with other entities.

Additionally, the partnership between the Texas Rangers Heritage Center and the City of Fredericksburg is discussed, with Elliott providing insights into the status of agreements and future plans for a museum showcasing Texas Ranger history.

There was a brief discussion regarding the challenges such as the need for a stronger roadside presence for the property and plans for financial support. Elliott and Bell touched on interim operational plans involving partnerships with the city and volunteer efforts.

Chairman Crain called for a vote. The vote to approve was unanimous.

4. **Consider approval of the Casa Navarro, O Henry House, UTSA agreement - (Item 11.3)**

Bell provided an update on the Casa Navarro, O. Henry House, UTSA agreement, discussing ongoing collaboration with the University regarding the property's ownership transfer. The house has been relocated across the street from the Casa Navarro property. Originally offered to the Texas Historical Commission (THC), complications arose due to a developer's investment tax credit project, leading to the decision to transfer the property to the University. Discussions are underway concerning the development of Casa Navarro, with the house intended to be situated opposite the mercantile building. The University Facilities Commission and Department have been consulted to ensure the house's placement aligns with operational needs. While the house is currently on blocks awaiting relocation to a new foundation, plans include exterior renovation and landscaping by the university, with the THC responsible for interior renovations. Agreement has been reached for the house's use as a classroom facility.

Bell sought approval from the committee to proceed with real estate negotiations with the university, exploring options such as direct purchase, leasing, operating agreements, or joint operating agreements.

Given the funding restrictions, Bell suggested that acquiring the property would be a favorable option for future maintenance. He explained that the current focus is on assessing how the property could be maintained if acquired, considering limitations on the use of sporting goods sales tax and existing bonds. Bell suggested that acquiring the property would secure future funding for its upkeep over time. A motion was made by Commissioner Gravelle to move that the Committee send forward to the Commission and recommend approval of staff to move forward with the negotiation of an agreement with UTSA concerning the O. Henry House's integration into the Casa Navarro operations. The motion was seconded Commissioner Bruseth.

Chairman Crain called for a vote. The vote to approve was unanimous.

5. **Consider approval of the Historic Site Fees Structure - (Item 11.4)**

Bell invited Inez Wolins, Assistant Deputy Executive Director for Historic Sites, to give an update of the Historic Site fee structure. Wolins began her report by providing context, highlighting the organization's status as a private 501c3 with an operating agreement governing the National Museum of the Pacific War. She informed the committee that the museum's board had approved raising the general adult admission price from \$23 or \$25 to \$27. Wolins emphasized the importance of bringing this decision to the committee's attention, despite the committee not directly receiving the operating proceeds, which are directed to the foundation.

Wolins presented further proposals, including adjustments to rental fees at Landmark Inn and student admission fees at San Felipe de Austin based on program quality and length. She emphasized the need for the committee to vote on these proposals, as they had never been officially voted on before. Wolins proposed integrating all three changes into the fee structure and requested approval from the committee to submit the motion to the commission.

Chairman Crain moved that the committee send forward to the Commission and recommend approval of the update to the Historic Sites fee structure. The motion was seconded by Commissioner McKnight.

Chairman Crain then asked if there was any discussion.

A question was raised regarding the total revenue applicable to the specific sites, particularly concerning ticket sales. Bell estimated that the total revenue, which encompassed both retail and admission, exceeded half a million dollars. Concerns arose regarding the sustainability of relying solely on fundraising, with the realization that once a target is met, it must be raised annually. To address this concern, the suggestion of seeking legislative support and establishing partnerships with the community and corporations was made. Additionally, Bell and Wolins mentioned that at the last quarterly meeting, the commission approved free days, including up to eight free Saturdays at the discretion of site managers, and also explored the possibility of introducing annual passes, as well as implementing the Blue Star program for military personnel and discounts for veterans.

Chairman Crain called for a vote. The vote passed with one abstention by Commissioner Gravelle.

6. Consider approval of the Iwo Jima operating and land use agreement - (Item 11.5)

Bell introduced the discussion on the Iwo Jima operating and land use agreement, outlining progress made in negotiations with the Col. Dowling. Emphasizing the agreement's alignment with existing models at San Jacinto and the Marine Military Academy, Bell highlighted the allocation of \$15 million for a new visitor center and plans for project management firm selection. Bell also referenced Senate Bill 2057, which authorized the THC to enter into a contract with the Marine Military Academy concerning the Iwo Jima Monument and Museum operation and hiring staff. The operating agreement, which was crafted in consultation with Mark Wolf, former THC Executive Director, was detailed and included provisions for utilizing 3.6 acres for the new visitor center. Bell provided a copy of the agreement for committee review, inviting feedback during the ongoing review process. Expressing enthusiasm for potential collaborations with the academy, Bell elaborated on discussions with the Col. Dowling regarding the integration of the museum into the academy's curriculum, aiming to engage cadets in operational aspects. Bell commented that, although the institution has not formally agreed to the terms, the Col. Dowling has tentatively approved pending trustee endorsement. Bell then outlined his plans to submit the finalized document for board review.

There was discussion regarding the marketing strategy for the newly designated state historic site, acknowledging its unique audience and constituency. It was recognized that additional marketing strategies beyond the typical historic site network would be necessary. The conversation also addressed integrating the site into the Marine Military Academy's interpretation, outreach, education, and marketing efforts, considering its specific audience. Excitement was expressed about the integration of the academy into the site's operation. The origin of the operating agreement was clarified, indicating that it was drafted based on agreements that the THC has with the San Jacinto Museum Association and the Nation Museum of the Pacific War. Plans were made to distribute copies of the document to all committee members for review and potential revision.

Commissioner Bruseth moved that the committee send forward to the Commission and recommend approval of the Iwo Jima Monument and Museum operating and land use agreement. Commissioner Gravelle seconded the motion. The vote to approve was unanimous.

7. Consider acceptance of the property held by the Presidio La Bahia Foundation to be transferred to the Texas Historical Commission - (Item 11.6)

Bell began with an update on the Presidio La Bahia Foundation's decision to liquidate their assets and cease operations. Bell outlined two main components: the transfer of approximately \$1 million in cash assets to the THC Friends and the transfer of real estate and equipment to the THC. It was noted that if the THC were unable to continue managing the facility, the property would revert either to the diocese or

to a new 501c3 organization. Bell utilized visual aids to display the structures and parcels of land owned by the foundation. Bell clarified that the Zaragoza House is not included in the transfer, as it belongs to the Texas Parks and Wildlife Department (TPWD). Bell mentioned ongoing discussions with TPWD regarding an operating agreement for the Zaragoza House. Bell noted the committee confirmed that meetings had been held with the foundation, and they were receptive to the THC operating the property. Bell then indicated that the Historic Site staff recommends approval to accept the property and equipment with the noted provision.

Commissioner Bruseth moved to send forward to the Commission to approve acceptance of the property held by the Presidio La Bahia Foundation to be transferred to the Texas Historical Commission. Chairman Crain seconded the motion.

There was discussion about the challenges of interpreting historical sites in Goliad, particularly focusing on the spatial relationship between the battlefield and the Presidio. Concerns were raised about the positioning of significant sites, such as the mass grave, in relation to the Presidio, prompting the need for accurate interpretation. Bell commented efforts to engage the county in incorporating monuments and sites into the narrative were highlighted as a priority, emphasizing the importance of telling the historical story effectively despite the scattered nature of the property. Additionally, the presence of a segment of the original El Camino Real on the property was noted as requiring interpretation.

Chairman Crain then asked for a vote. The vote to approve was unanimous.

8. Consider Approval of Updated Donor Naming Opportunities for the Washington-on-the-Brazos SHS Capital Campaign - (Item 11.7)

Bell invited Anjali Zutshi, Executive Director of the Friends of THC to provide updates to the donor naming opportunities for the Washington-on-the-Brazos SHS Capital Campaign. Zutshi presented updates on the donor recognition policy approved by the Commission in July. She pointed out some minor changes to the policy, highlighting the removal of the naming opportunity for a painting on page five of the committee packet. This removal occurred because the painting belongs to a private owner who decided not to donate it to THC at this time. Zutshi mentioned ongoing discussions with the Washington on the Brazos Foundation regarding the potential donation of the painting. Additionally, Zutshi mentioned three new naming opportunities within existing exhibit areas added to the policy, which she said were detailed on page seven of the committee packet. Zutshi then requested approval for these changes.

Commissioner Gravelle moved that the Committee send forward to the Commission and recommend approval to adopt the updated Washington-on-the-Brazos Donor Naming Opportunities Plan and authorize the Washington on the Brazos Historical Foundation to use this updated plan in their capital campaign efforts. Commissioner Bruseth seconded the motion. The vote to approve was unanimous.

Bell then asked Zutshi to give a report on the Capital Campaign. Zutshi began this segment of her report with an update on the Washington on the Brazos Historical Foundation's role as the leading entity in the Capital Campaign to raise \$10.3 million. As of December, the foundation has secured over \$5 million in pending asks. New commitments include half a million dollars from Blue Bell Creameries, Hoblitzelle Foundation, individual donations, and foundation commitments. These contributions have pushed the total amount raised over the half-million mark. With \$3.4 million in pending asks, the foundation plans to concentrate on North Texas, specifically the Dallas-Fort Worth area, and extend outreach to foundations in Houston. This strategic approach aligns with the Foundation's goal of maximizing support in key regions, guided by Chairs Jim Kolkhorst and Cyndee Smith.

9. **Historic Sites Facility update**

Bell introduced Glenn Reed, Chief Architect, to provide the facilities update, utilizing a visual aid. Reed explained that the graph displayed on the screen depicted the progress of major architectural projects for this biennium, spanning from planning to construction. He pointed out that the orange portion represented progress made since the last commission meeting. Additionally, he mentioned that he had incorporated our crop of capital projects into the graph.

At Varner-Hogg Plantation, Reed reported the completion of the foundation stabilization project, which primarily focused on underground work to address the historic brick foundation walls and the sub-grade drainage system. The success of the project was evident in the minimal difference observed between the before and after photos, showcasing the effectiveness of the restoration efforts. Additionally, the project provided an opportunity to enhance disabled access by removing concrete sidewalks around the house and installing a new sloping sidewalk in front of the building.

Reed emphasized significant modifications to the east porch, including re-pouring the porch itself at its original elevation and raising the surrounding sidewalks to eliminate any steps leading up to the breezeway or porch, ensuring full accessibility for all visitors.

Moving to the next phase of the presentation, attention was directed to the creation of a fully accessible entrance on the building's south side. Initially, three steps led to this door, but they were removed to establish a wheelchair-accessible route. Although most new sidewalks feature gentle slopes that do not require railings, a small section of the ramp just outside this door will necessitate them. Currently, the fabrication of these railings is underway, and they will be the final component installed to conclude the project.

At Fanthorp Inn, Reed provided an update on the exterior preservation project, which commenced in October and is progressing smoothly. The presentation included progress photos showcasing the installation of the new wood shingle roof and the boarding up of window openings following window removal.

Transitioning to the next slide, a view from the rear revealed the protective enclosure surrounding the historic cistern and the initial stages of paint removal on the porch wall.

Reed highlighted the discovery of historic graffiti in various locations during the removal of lead-based paint. Site staff is diligently documenting and transcribing the text, with plans to preserve some examples for interpretation. The overall completion of the project is anticipated by the end of March.

At Landmark Inn, Reed reported on the subsequent slide that the construction contract for the dam preservation project has been executed. Reed mentioned that a fish and shellfish survey and relocation are scheduled for early March, with preservation work set to commence immediately thereafter.

Reed provided an update on the progress of the numerous projects at Washington-on-the-Brazos, with each project's progress showcased on a graph displayed on the slide.

He then highlighted on the following slide the nearing completion of the new site entrance at Washington-on-the-Brazos, resembling the design rendering more and more each day. Reed indicated that it is expected to be completed by late February.

Attention was directed to the Conference Center on the next slide, where selective demolition was conducted to provide essential information to the design team regarding the building's structure. Reed mentioned that the space is undergoing reconstruction, with new spray foam insulation being installed under the previously uninsulated roof deck.

Reed elaborated that the breezeway between the meeting room and restrooms at the Conference Center will be enclosed in glass to maintain the view towards the river and provide a climate-controlled environment. Additionally, Reed mentioned that the restrooms will undergo full renovation and be climate-controlled as well.

At the Star Museum, significant progress has been made, including the construction of a new emergency egress stair from the second-floor deck and the application of a new waterproofing system to the deck surface. Reed informed the committee that Jon Failor will provide an update shortly on the progress within the museum interior, as well as updates on several other project components.

At Eisenhower Birthplace, the landscape architects have completed design work for the initial phase of work, which will include relocating the site entrance, depicting a selection of “lost neighborhood” building footprints, and installing some new outdoor interpretive panels. The new site entrance off Crockett Street will be easier to find and will afford visitors a better view of the other planned improvements. The lost neighborhood footprints will depict the locations and sizes of some of the documented residential structures that once surrounded the Birthplace House and, along with the interpretive panels, will help visitors understand the character of the historic neighborhood.

At San Felipe de Austin, the project team is currently in the schematic design phase for the maintenance, archaeology, and retail project. One of the floor plan options under consideration integrates all three functions into a single building to minimize costs. The team expressed satisfaction with the performance of the design/build team handling the project thus far.

At the Magoffin Home, the project team is proceeding with the adobe and stucco stabilization project aimed at rectifying concealed structural deficiencies uncovered during the prior assessment phase. The design phase is expected to conclude this fall.

At Caddo Mounds, the phase one visitor center is now complete, and we are in the planning process for the phase two Education & Activity Center and Pavilion.

At Levi Jordan Plantation, preparations are underway to hire an expanded team of consultants to advance the ongoing museum design process. Collaboration with the advisory committee remains a priority to ensure alignment with project goals. The included roof plan rendering represents the last design iteration, with further evolution anticipated in the next project phase.

At San Jacinto Battleground, preparations are underway for the solicitation documents for the major capital improvements project. This project encompasses monument and battlefield restoration, a new visitor center, and various infrastructure and interpretive enhancements.

At the Iwo Jima Memorial & Museum in Harlingen, plans are in place to engage a project management firm for assistance with the museum project previously described by Joseph. The renderings, prepared by Gallagher & Associates, provide an overview of the proposed museum facility's size and character.

At Port Isabel Lighthouse, collaboration is underway with the City of Port Isabel to design a renovation and addition to the circa 1996 Visitor Center, as viewed from the top of the lighthouse. The project aims to incorporate classroom space, enhance restroom facilities, refresh the lighthouse exhibit, and optimize office space efficiency.

At Eisenhower Birthplace, plans are underway for the renovation and addition to the Visitor Center, currently housed in the circa 1900 Etzel/Jones Residence. The addition is intended to honor the residential style and scale of the existing building and its surroundings.

At Kreische Brewery/Monument Hill, plans are in progress for a new Visitor Center and an events pavilion to replace the existing 1967 A-frame Visitor Center and the 1956 "Combo Building.

10. Site Reports

a. David Hill Property at San Felipe:

Bell reported that Bryan McAuley, who is the Site Manager for San Felipe de Austin had been collaborating with David Hill regarding the potential donation of over 14 acres adjacent to San Felipe. Bell mentioned that the area had undergone surveying and appraisal, and that the team was now awaiting David Hill's decision on when to proceed with the donation.

b. French Legation Foodworks Contract:

Bell provided an update on FoodWorks, indicating that the current year was supposed to be a performance year for the agency, with the contract requiring them to meet revenue objectives to avoid penalties. However, the expected bookings for the property did not materialize under their event planner's management, resulting in potential losses for FoodWorks estimated to be between \$120,000 to \$150,000. Therefore, it was decided to terminate the contract to prevent further financial losses.

c. Historic Sites Retail Operations Update:

Bell provided an overview of retail operation, explaining that QuickBooks had been terminated in October. Clover and Yellow Dog were selected as new service providers to improve credit card handling and reporting parameters, meeting state requirements. In March, internal auditors and museum revenue partners recommended transitioning away from QuickBooks to a new system. By December, systems were implemented, with over 49,000 lines of inventory incorporated into Yellow Dog. Testing was conducted in Austin, and four sites, including Landmark Inn, Presidio, La Bahia, San Felipe, and the Bush family home, were identified for system deployment and testing. Training was provided to 120 staff members to ensure familiarity with the system and retail sales processing. Deployment of the system at all sites is scheduled for February 19th. Additionally, it was noted that some hybrid programs or software systems at San Jacinto, French Legation, and Port Isabella may no longer be necessary, as revenue from these sites goes to partner groups.

d. LBB Capital Authority Update:

Bell provided an overview of the capital authority received, detailing five approved projects by the governor's office and the LBB. These projects included the Bush family home, Port Isabel Lighthouse, Palmetto Ranch, land acquisition at Goodnight, and a portion of Phase I, which would provide funding of \$1.2 million to support the capital campaign.

e. Goodnight Ranch Land Acquisition Update:

Bell invited Zutshi to provide an update on the Goodnight Ranch Historic Site. Zutshi explained that there are three different tracts totaling 16.8 acres owned by the heirs of the late Mr. Jim Garland, and a 14.37-acre hardware retail store property owned by Mr. Cecil Miskin. Both properties are integral to the original cultural landscape of the ranch and contain critical archaeological and historical resources that need protection and interpretation. Zutshi highlighted the importance of protecting the view shed for the Historic Site. Letters of intent to purchase the real estate were signed by both landowners, with the Friends of the THC facilitating the transactions. While the spending authority was approved, the funds would not be available until early March. Therefore, the goal was for the Friends of the THC to acquire the properties and transfer them to the commission once funds became available. Negotiations were ongoing for the purchase agreements, with the chairman offering to loan the money to buy the properties, thus saving on interest costs. The negotiated prices were \$412,000 for the Garland property and \$610,000 for the Herd Wares retail store property, totaling \$1,050,000. With a \$1,000,000 state funding allocation, the remaining \$50,000 gap would be

raised through donations, including a \$25,000 challenge grant from the chairman. Zutshi anticipated closing on both properties by March, with purchase agreements to be signed in the coming weeks.

f. Washington-on-the-Brazos/Star of the Republic Museum Project Update:

Bell introduced Jonathan Failor, Site Manager for Washington-on-the-Brazos, Star of the Republic Museum, Barrington Plantation, and Fanthorp Inn to provide an update on the Washington-on-the-Brazos exhibit project. Failor began by stating that the Star of the Republic Museum officially closed to the public after Labor Day weekend, and nearly 2,000 objects from both the museum and the visitor center were safely stored on-site. He commended the entire team for their efforts in meeting an aggressive schedule for object removal. Selective demolition of exhibits took place ahead of the official museum demo scheduled for February 5th. Preparations were made for the closure of the visitor center, with a temporary building set up to accommodate staff operations. Failor highlighted the ongoing archeological work on the town site, which began in September and is expected to continue into February. The archeological findings included various historical artifacts such as buttons, coins, ceramics. Senator Kolkhorst also toured the site and expressed satisfaction with the progress.

g. San Jacinto Project Report:

Bell introduced Amy Rogers, Executive Director for San Jacinto Battleground and Monument Museum, to provide a report on San Jacinto. Rogers emphasized the collaborative efforts between THC staff, museum association staff, and the San Jacinto Museum and Battlefield Association, highlighting their contributions to site improvements and revenue generation. She noted positive feedback from visitors regarding ongoing enhancements and changing exhibits. Rogers shared statistics on school visits, mentioning that 53 percent of school visitors were covered through free admission from foundation fundraising efforts. Additionally, Rogers mentioned that the museum put on 93 different programs with an education staff of two people, which has now doubled to four educators.

Rogers also discussed successful fundraising initiatives led by the Museum Association, including raising \$300,000 at their annual San Jacinto dinner and obtaining a significant \$375,000 donation through a year-end campaign. Rogers highlighted membership growth, mentioning a 23 percent increase in attendance and a 52 percent increase in revenue. These revenue increases allowed for reinvestment in the site and new initiatives, such as hiring a PR firm and exploring a traveling trailer exhibit. Rogers expressed gratitude for her staff and the Museum Association's partnership, foreseeing continued success and collaboration in the future.

h. State of Texas Longhorn Herd Report:

Bell introduced Will Craddock, Herd Manager for Fort Griffin, provided an update on the herd's current status and the ongoing search for a permanent home. Craddock mentioned that most of the herd is currently located at Fort Griffin and a nearby lease, where interpretive programs are being conducted regularly. He also shared exciting news about hiring a new lead interpreter for the herd. However, Craddock emphasized the need for a permanent location to ensure the long-term conservation of the herd and to provide a high-quality visitor experience.

Craddock discussed the challenges of the current temporary lease and the importance of finding a suitable property to house the majority of the herd. He highlighted a promising ranch property near Albany, which unexpectedly became available before the holidays. The ranch spans 10,062 acres and is currently priced at \$35,217,000, making it an affordable option at approximately \$3,500 per acre. Craddock emphasized that the property meets the size requirements for the herd and provides opportunities for additional land use, such as leasing for hunting. He also showcased the natural

features of the ranch, including creeks and picnic areas, which enhance its suitability for interpretive programs and visitor engagement.

Craddock provided historical context about the location along the Butterfield-Overland Mail Route and its proximity to other significant landmarks. He concluded by sharing updates on potential lease agreements with the property owner, indicating a willingness to explore interim solutions while funds are being secured for the purchase. Craddock welcomed questions from the audience, inviting further discussion on the project's progress and future plans.

11. Deputy Executive Director of Historic Sites Report

Bell presented on the following:

Presidio La Bahia: Bell reported Curatorial staff completed the inventory and condition report as required by the agreement. The next step involves integrating the loaned collection into the THC fine arts policy.

Austin's Collection Facility for Artifact Research: Bell reported new compact storage was installed to increase capacity by 40 percent, maximizing available space.

Dallas Heritage Village Collection: Bell emphasized the significance of the exceptional 19th-century Texas furnishings available, which contribute to enhancing interpretation at historic sites.

National Museum of the Pacific War, Bush Gallery Report: Bell reported work began on the Bush Gallery Renovation and Exhibit updates. Plans are underway to move the WWII Officer's Barge and sea plane into storage, with intentions to integrate the barge into the new visitor center in Harlingen.

Kreische Brewery and Monument Hill Rockslide: Bell reported following a rockslide outside the site boundaries, Terracon Engineering conducted a geological assessment. No immediate risk to state property was identified, and a drone survey was conducted for ongoing monitoring.

Slaton Harvey House: During a visit to the Slaton Harvey House, Bell noted its active use for lodging and its historical significance aligning with various themes. Plans for a formal property evaluation have garnered support from multiple stakeholders.

Levi Jordan Plantation SHS: Bell reported positive feedback was received during a community meeting regarding visitor center and interpretive objectives. Efforts are underway to acquire the slave cemetery, with site staff researching individuals buried there, including WWI soldier Ransom O'Neil.

12. Adjournment

At 3:28 pm, Chairman Crain asked for any other business to be brought before the committee. There being none, stated without objection that the Historic Sites Committee meeting was adjourned.

Quarterly Report

Historic Sites
December 2023–February 2024

OPERATIONS

Visitation and outreach in December and January totaled 108,720. February figures are compiled after the 10th of March. During December and January, site staff organized 2,114 onsite and outreach programs this quarter, attended by 63,693 visitors.

Historic Sites (HS) staff contributed to and collaborated on major interpretive, exhibit, and architectural planning for Bush Family Home, Charles and Mary Ann Goodnight Ranch, Presidio La Bahía, Washington-on-the-Brazos, and San Felipe de Austin historic sites during this period.

Staff continue to work with the Iwo Jima Monument and Museum on the operating agreement and museum construction, and on the renovation and expansion of the visitor center and reimagining of a much-needed education space at Port Isabel Lighthouse.

FRIENDS GROUPS AND COMMUNITY ENGAGEMENT

Sites that have been navigating new or renewed partnerships with friends groups, or with community stakeholders, this quarter include the Sam Bell Maxey House, Fulton Mansion, Bush Family Home, and Presidio La Bahía. With the onset of the new year, many friends groups submitted FY24 annual plans for THC approval.

The Board of the Presidio Foundation again met with staff of the THC and Friends of the THC to finalize agreements for funds and property transfers to each respective entity. As part of the transfer, staff requested that a small portion of the funds be designated toward seed money for a new friends group to be organized later in the fiscal year.

The Levi Jordan Advisory Committee met in January to revisit its job description and propose next steps after hearing from the community and committee members during the fall. Gallagher & Associates is

contracting FordMomentum! to facilitate future listening sessions.

CONSTRUCTION PROJECTS

Eisenhower Birthplace: The professional services contract for the site and landscape improvements project has been executed and design work has commenced. The solicitation documents for the visitor center renovation and expansion are in development.

Fanthorp Inn: The exterior preservation project will be posted in April.

Iwo Jima Memorial and Museum: Solicitation documents for the new museum project have been posted.

Kreische Brewery/Monument Hill: The solicitation documents for the new visitor center and events pavilion are in development.

Landmark Inn: The construction contract for the Medina River dam preservation project has been awarded and construction has commenced.

Levi Jordan Plantation: The solicitation documents to hire a new, expanded team of professional consultants for this project have been posted.

Magoffin Home: The professional services contract for the adobe stabilization project has been executed and design work is underway.

Port Isabel Lighthouse: Architect selection is underway for the visitor center renovation and expansion.

San Felipe de Austin: The design-build contract for the maintenance, archeology, and retail complex has been executed and design work is underway.

San Jacinto Battleground: The solicitation documents for the comprehensive capital project have been posted.

Varner-Hogg Plantation: The plantation house stabilization project is complete.

Washington-on-the-Brazos: This multifaceted capital improvements project has elements in both the design and construction phases.

INTERPRETATION

The 100 percent final design for exhibits for the Star of the Republic Museum has been approved. The 100 percent final design for the orientation exhibits in the visitor center was completed and is under review. Artifact matrices are being wrapped up. Planning for the development of the townsite interpretation and structures continues to develop now that onsite archeology is done.

The fabrication of the exhibit for the Caddo Mounds visitor center by Cinnabar Studios continues, with regular input from the exhibit's original designer at D/G Studios. The exhibit installation should be occurring the last two weeks of March. Publication of the updated site guidebook is underway in preparation for the site's official re-opening on May 18.

The interpretive master plan (IMP) led by History Behind the Scenes for the Charles and Mary Ann Goodnight Ranch continues with the acquisition of additional land at the site. An initial site visit by Gallagher & Associates launched a combined IMP and visitor experience plan at Presidio La Bahía.

EDUCATION

In January, 62 HS staff, including 45 site educators and interpreters, attended a three-day symposium at Camp Allen to explore program development, living history, exhibits, and social media.

To maintain connections and collaboration between site educators and interpreters throughout the year, staff launched virtual meetings to exchange ideas and to share resources online.

Thirty educators and interpreters who are not certified interpretive guides through the National Association of Interpretation will complete that training, facilitated by Assistant Site Manager Amanda Lanum.

Sites are updating their tour descriptions to strengthen

visitor information and educator resources on the agency's new website.

COLLECTIONS

This spring, the addition of compact shelving in the main warehouse at the Curatorial Facility for Artifact Research (CFAR) in Austin has increased storage capacity by 60 percent.

Texas A&M University's Conservation Research Lab conserved signature archeological collections from San Jacinto Battleground, Fanthorp Inn, and Varner-Hogg Plantation. On January 20, Austin staff performed archeological collections outreach at the French Legation.

Varner-Hogg collections transferred from CFAR to Levi Jordan's archeological facility.

The Catholic Diocese of Victoria approved the loaning and insuring of the Presidio La Bahía's artifact collection to the THC. Historic Sites has insured the site's collections for \$6,700,000.

Dallas Heritage Village is transferring high-quality Texan furnishings to HS collections, including Barrington Plantation, Eisenhower Birthplace, Fanthorp Inn, Fort McKavett, Fulton Mansion, French Legation, and Washington-on-the-Brazos.

The four Magoffin Home portraits vandalized in August 2022 were returned to the site after treatment.

Regional collections managers (RCM) supported visiting researchers at all sites, and supported educators at Fulton Mansion, Varner-Hogg Plantation, Sam Bell Maxey House, and Starr Family Home. RCMs supported outgoing loans to the Bullock Texas State History Museum and Freeport Historical Museum and are processing incoming loans from sites' descendant communities.

On February 9, the Star of the Republic Museum, in collaboration with Blinn College, hosted the Regional History Fair. The Bicentennial Exhibition continues at San Felipe de Austin, with artifact changes happening every 6-8 weeks.

Architectural renovation of the Sam Bell Maxey House kitchen and butler's pantry began, with all collections packed and stored for the duration.

TEXAS HISTORICAL COMMISSION

Item 12.2
Texas Historical Commission
Quarterly Meeting
April 2, 2024

Consider approval of the updated Iwo Jima operating and land use agreement

Background

The Marine Military Academy is the owner of the Iwo Jima Museum and Monument in Harlingen Texas. The property is now a State Historic Site as directed by legislation. The legislature has crafted statute (Title 4, Subtitle D, Chapter 442, Subchapter B-2, Section 442.066) establishing the structure to transfer operation and management of the site to Texas Historical Commission, the establishment of a fund account, hiring of staff, as well as an operational agreement with the intent to develop a new museum in partnership with the Marine Military Academy. As part of the operating agreement, there is a 50-year land use agreement to build a new facility with the \$15 million appropriated by the legislature.

Suggested Motion (Committee):

Move that the committee send forward to the Commission and recommend approval of the Iwo Jima updated operating and land use agreement.

Suggested Motion (Commission):

Move to approve the Iwo Jima operating and land use agreement.

IWO JIMA MONUMENT AND MUSEUM OPERATING AGREEMENT

This Iwo Jima Monument and Museum Operating Agreement (the "Operating Agreement") entered into by and between MARINE MILITARY ACADEMY (the "ACADEMY" or "MMA") and the State of Texas operating by and through the TEXAS HISTORICAL COMMISSION (the "COMMISSION" or "THC") shall be effective as of March 1, 2024 ("Effective Date").

WHEREAS, THC is an agency of the State of Texas responsible for acquiring, maintaining, and operating a system of historic sites for the benefit of the people of the State of Texas; and

WHEREAS, MMA is a nonprofit educational institution and is the owner of the Iwo Jima Monument and Museum (existing WWII frame structure) at the Marine Military Academy in Harlingen, Texas (the "Site"); and

WHEREAS, the 88th Texas State Legislature adopted Senate Bill 2057 in May of 2023 authorizing THC to enter into a contract with MMA to transfer to THC the operation and management of the Site as detailed in statute in the Government Code, Title 4, Subtitle D, Chapter 442, Subchapter B-2, Section 442.066-; and

WHEREAS, MMA and THC desire to enhance the management and operation of the Site by providing for certain joint operations set forth in this agreement, to include the integration of the museum with the monument and its grounds; and

WHEREAS, The Iwo Jima Monument and Museum Fund ("FUND") is created as a fund outside the state treasury that the THC will contract with the MMA to administer for the Site's administration, operation, preservation, repair, expansion, or otherwise maintain the monument and museum as detailed in Government Code, Title 4, Subtitle D, Chapter 442, Subchapter B-2, Section 442.066 ~~(c)(e)~~ (d) and ~~(e)~~.

Is the monument part of the "preservation, repair" as indicated above? Yes. If so, it is not ever mention in the Articles below. Language added to 2.3. If not, should the language remain in this section as written?

WHEREAS in order to accomplish the goals set forth herein, THC and MMA agree that the physical assets at the Site must be improved and expanded and plan to coordinate their efforts, as permitted by law, to acquire adequate public and private funds to construct a new Visitor Center and Museum Building and to undertake any necessary maintenance at the Site, all for the use, education and enjoyment of the citizens of the State of Texas.

NOW THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth herein, and intending to be legally bound, THC and MMA do hereby agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 The purposes of this Operating Agreement are to:

- (a) Create a management structure to be detailed in a separate Management Plan to achieve the most effective and efficient business outcome to include a comprehensive interpretive program for the cultural resources of the Site that provides a consistent and beneficial experience to the visiting public and promotes the understanding and appreciation of the history of Texas, its people, and its resources and strives to educate a diverse local and international audience through exhibitions, educational/interpretive programs, and special events highlighting

military planning, strategy, and logistics associated with the State's unique culture and history with a focus on connections between Texas military history and the Battle of Iwo Jima;

- (b) Build cooperation between MMA and THC to improve programming, visitor experience, and educational activities at the Site, enhancing the Site's brand identity;
- (c) Coordinate financial and fundraising goals and methods for the respective areas of responsibility of THC and MMA, in order that both entities may secure the funds required to invest in new capital projects including a new Visitor Center and Museum Building and address any deferred maintenance needs at the Site, and to jointly support, increase, and promote programs and offerings at the Site while expanding learning opportunities for the cadets at the MMA;
- (d) Develop an effective and efficient business operation and plan to position the Site for financial success and create a high quality destination;
- (e) Establish new programs to generate revenue to support the Site;
- (f) Cross-promote joint activities and undertakings in marketing and public relations efforts relevant to such joint efforts; and
- (g) Provide the professional support and staff to achieve agreed upon business goals.

ARTICLE II TERM

- 2.1 This Operating Agreement commences upon the Effective Date and expires upon written notice given by either party at least one-hundred and eighty (180) days in advance. Upon termination a financial assessment will be required and concluded to determine the settlement of assets regarding the Visitor Center and Museum as well as the FUND with minimal financial impacts to either party. Both parties will detail and agree upon the means to calculate a final settlement of assets. ~~How does 2.1 work? If agreement is terminated, how will settlement be calculated for both parties?~~
- 2.2 THC and MMA may modify the term of this Operating Agreement by written amendment as per Article IX herein.
- 2.3 The Commission will have use and control of the land detailed in Attachment A for a term of 50 years (expiring March 1, 2074) to operate as well as construct a facility and restore/renovate an existing historic WWII frame structure to be utilized as a Visitor Center and Museum. The Commission will work in partnership with the MMA on the stewardship, interpretation, security, and museum operational integration of the monument and its grounds.

ARTICLE III MUTUAL COVENANTS AND REPRESENTATIONS

- 3.1 MMA represents and agrees to the following:
 - (a) MMA shall comply with the requirements of the Internal Revenue Service (IRS) and Texas Secretary of State;
 - (b) Each member of the MMA's Board of Trustees shall be given a copy of this Operating Agreement and shall comply with its terms;

- (c) MMA may seek private funding to support the THC efforts to develop and construct a new Visitor Center and Museum, its programming and the Site's programming, exhibit upgrades, and other needs as agreed by the parties and shall support THC's efforts to obtain public funds for the Visitor Center and Museum and its operations, its programming, the Site's programming and Site operations described herein as well as for THC's efforts to obtain public funding for maintenance and repairs at the Site;
- (d) Funds received (admission, retail sales, ~~donations~~donations, and rental/event fees) and expended by MMA from whatever source or purpose related to the Site shall be accounted for under a system of accounts and financial controls that meet generally accepted professional accounting standards for non-profit organizations and deposited into the FUND. The funds will be utilized to support the MMA museum operational including -MMA employee support and museum operations;
As written, it seems that all revenue generated by the Site must be deposited into the "Fund". This means revenue generated by the Gift Shop does not specifically benefit MMA and/or support any MMA employee costs associated with the "Site".
- (e) MMA shall provide a copy of its annual audited financial report prepared by a competent and independent certified public accountant as well as a copy of all filings with the Internal Revenue Service to THC's designee and upon request by THC MMA shall submit its books of account, if audited by the State Auditor;
- (f) Upon termination of this Operating Agreement, MMA shall furnish to THC a complete financial report for the period of twelve months prior to termination;
- (g) MMA will coordinate marketing, public relations, and press releases regarding the Site with THC's Communication Division and will actively promote the joint operation of the Site utilizing established approved logos and branding and coordinating on all signage designs; and
- (h) MMA shall participate in discussions with THC to create new mutually agreeable Management and Business Plans for the Site and remain familiar with such Plans.

3.2 MMA may provide services and sell goods to THC that support the Site's operations.

3.3 Any employees hired by MMA at the Site shall be employed directly by MMA and shall be under the direction and control of MMA and shall report to both MMA's Board of Trustees and the THC Executive Manager as provided in this Agreement and detailed in the Management Plan. MMA shall exercise its sole discretion in the hiring, compensation, benefits, termination, and job responsibilities of its employees. THC shall have no responsibility of any kind regarding these employees, with respect to any payroll, benefit, or retirement obligations. All employees of, or under the direct or indirect supervision of, MMA shall have such knowledge and experience as ~~will enable to enable~~ them to fully perform the duties assigned to them. Professional development training provided by THC and available to state employees will be made available to MMA's employees at no cost to MMA. If in THC's opinion any employee of MMA is incompetent or by his or her work or conduct becomes detrimental to the Site's performance, THC may request that MMA remove that employee from any activities related to the Site. If MMA declines THC's request or fails to approve said request within fifteen (15) business days, THC may submit the matter to dispute resolution pursuant to this Agreement.

3.4 THC represents and agrees to the following:

- (a) THC shall manage the Site, and will seek public funding through legislative and grant funding methods to renovate and improve the existing facilities at the Site, and to construct a new Visitor Center and Museum. The THC may contract with the MMA to provide goods and services to assist in the Site's development, construction, and operations;

- (b) THC shall hire an Executive Manager to manage the day-to-day operations of the Site and agreed upon designated Site and museum staff. Such Executive Manager shall be a ~~full time~~full-time State of Texas employee whose salary and any and all benefits associated with such employment shall be the sole responsibility of THC. THC shall classify the Executive Manager position in such a manner as to provide ~~competitive~~a competitive salary and benefits for a person charged with operating any similar site under THC's management. MMA may provide reviews of the Executive Manager's performance as well as recommend a performance-based award to such Executive Manager, if it so chooses. Any such payment will comply with State employee performance compensation policies and procedures as authorized by THC.
- (c) The Executive Manager shall manage and conduct operations in a professional and prudent manner in accordance with generally accepted museum and historic site practices and ethical standards, and shall exercise sound business judgment designed to promote attendance and generate net revenue for all Site-based activities.
- (d) The Executive Manager shall be responsible for:
- 1) Setting programmatic, exhibit, collection, facility project and interpretive direction and defining priorities for the Site including the Visitor Center and Museum and its staff as authorized by MMA and THC;
 - 2) Ensuring that policies, procedures and museum ethics requirements are met by staff;
 - 3) Enhancing business operations and increasing visitation and revenue;
 - 4) Managing employee performance to ensure best utilization of available staff and resources to generate a professional and quality visitor experience;
 - 5) Providing management oversight in the planning and implementation of programs, events, and exhibits;
 - 6) Reporting to and actively consulting with THC's Deputy Executive Director of Historic Sites;
 - 7) Developing annual and long-range planning and goals for the Site in consultation with THC and MMA and monitoring success under such plans;
 - 8) Serving as the public face of the Site, coordinating public relations, supporting capital campaigns and other fundraising efforts by developing and fostering favorable relationships with local communities, elected officials, schools, other leaders of non-profit organizations and organizations promoting tourism in Texas and the Tropical Trail Region;
 - 9) Complying with all laws and governmental regulations including the requirements of Article XV;
 - 10) Striving to increase his or her knowledge of Texas military history generally and of the events at Iwo Jima in particular in order to effectively share such history with supporters, civic groups and visitors;
 - 11) Maintaining accurate and complete books and records related to all joint operations and providing monthly operational budget reports to MMA and THC on a timely basis;

- 12) Taking no action or engaging in any activity (at or away from the Site) that shall in the reasonable judgment of MMA or THC derogate the reputation, goodwill or dignity of the Site or reflect adversely on MMA or THC;
 - 13) Not engaging in any activity for the private profit of any individual or entity other than MMA provided that this limitation does not prevent the hiring of private contractors operating for profit or providing naming rights for contributors; and
 - 14) Responding fully and promptly to all inquiries from THC or MMA and providing regular updates to the THC and to MMA's Board on all activities at the Site.
- (e) The Executive Manager is not an agent of or for MMA.

3.5 All THC employees are state employees and shall report to the Executive Manager and if vacant to the Deputy Director of Historic Sites or assigned management staff. MMA's employees at the Site are governed by and responsible to the MMA Board of Trustees and report to both the Executive Manager and the Board in meeting the Management Plan objectives. The daily operational reporting structure for all employees will be detailed in the applicable mutually approved Management Plan.

- (a) The Executive Manager shall prepare the proposed Management Plan (the "Management Plan") and Business Plan ("Business Plan") for submission to THC and MMA on an annual basis.
 - 1) The Management Plan will list the activities to be conducted at the Site, projected number of employees, operating hours, admission prices (including any discount or reduced admission policies), rental policies and practices, the planned use of spaces throughout the Site, staff work plans, and scheduled maintenance and repair of the monument, buildings, and grounds. The Management Plan shall be coordinated with the operations budget and revenue goals set forth in the Business Plan provided for below, and shall be developed through the cooperative efforts of THC and MMA staff to cover each twelve (12) months period beginning on September 1 of each year of this Agreement, to be submitted to both THC and MMA for approval.
 - 2) The Executive Manager shall prepare a proposed annual operations budget and Business Plan ("Business Plan") listing operational, financial, interpretive, and public relations/marketing goals to cover each twelve months period beginning on September 1 of each year to be submitted to both THC and MMA for approval.
 - 3) Consistent with the expectations and goals of the parties, the primary focus of the Management and Business Plans and of the overall efforts of the parties shall be to enhance revenues and the visitor experience. Any proposed changes or modifications to such Plans suggested by the Executive Manager shall be submitted on a timely basis to THC and MMA for approval. By July 1 of each year, the Executive Manager shall develop a proposed Management Plan and Business Plan for the next year, which shall be submitted to MMA for its review and approval at least 30 days in advance of the MMA Board meeting at which such Plans will be submitted for approval. THC and MMA shall each submit to the other any recommended changes or other comments on the proposed Management Plan and Business Plan not later than 10 days before such Board meeting. In the event MMA and THC fail to agree on a Management Plan and Business Plan on or before September 1, THC or MMA (if the failure continues for an additional thirty (30) business days) may submit the matter to dispute resolution pursuant to this Agreement. If the parties are unable to agree on such Plans or if either party is dissatisfied with the outcome of such dispute resolution, such party may terminate this Agreement upon 15 days written notice. Once

approved, the Executive Manager shall operate the Site in accordance with the then applicable Management Plan and Business Plan. Either THC or MMA may suggest changes or additions to the Plans at any time. Any changes must be submitted to MMA's Board no less than 15 days in advance of the meeting at which approval is sought. Changes or additions to the Plans require approval of both parties. In advance of each regular meeting of MMA's Board of Trustees, the Executive Manager shall prepare and submit an interim report on the progress in meeting the goals and objectives defined in the approved Management Plan and Business Plan.

- 4) For the initial Management Plan and Business Plan which shall be effective as of the date set forth in the Plans, the proposed Plans shall be submitted at least 30 days in advance of the MMA Board meeting at which such Plans will be reviewed for approval. Any changes or comments to such Plans shall be exchanged not later than 10 days before such meeting. If agreement cannot be reached or if either party is dissatisfied with the result of dispute resolution as provided herein, such party may terminate this Agreement after the 180 days advance notification period including a rigorous process to resolve any issues, may conclude with 15 days written notice.
- 5) The Executive Manager shall detail the responsibilities of each person or group of persons reporting to the Executive Manager to provide clarity and understanding of the responsibilities assigned under this operating arrangement in order to provide for the best possible working relationships and business outcomes upon execution of this Agreement.
- 6) Certain employees at the Site are THC employees (the "State Employees"). THC as the employer of such employees shall be responsible for the processing of payroll obligations for these employees. With respect to State Employees, MMA shall have no power to terminate (or otherwise modify the terms of) employment, which shall be exercised solely by THC. Notwithstanding the foregoing, if in MMA's opinion a State Employee (1) is incompetent, (2) by his or her work or conduct becomes detrimental to the Site's performance, (3) is unnecessary to that performance, or (4) can be replaced by volunteer support, MMA may request that THC remove that State Employee. If THC declines MMA's request or fails to approve said request within fifteen (15) business days, MMA may submit the matter to dispute resolution pursuant to this Agreement.
- 7) The Management Plan will list the activities to be conducted at the Site, projected number of employees, operating hours, admission prices (including any discount or reduced admission policies), rental policies and practices, the planned use of spaces throughout the Site, staff work plans, and scheduled maintenance and repair of the buildings and grounds. The Management Plan shall be coordinated with the joint operations budget and revenue goals set forth in the Business Plan and MMA's budget and shall be developed through the cooperative efforts of THC and MMA staff to cover each twelve (12) months period beginning on September 1 of each year of this Agreement to be submitted to both THC and MMA for approval except that the initial Management Plan and Business Plan will be effective as of March 1, 2024.

3.6 THC shall:

- a) Maintain and repair the Site as needed in order to have a neat and attractive setting and to permit full and safe operation of the Site including, but not limited to, HVAC systems, plumbing, electric, telecommunication, environmental control service, windows, doors, roofs, entries, exits and grounds, THC will coordinate with MMA on the monument and grave site's stewardship and maintenance; and

- b) In the event of a natural disaster or the utility service or maintenance provided by THC fails and causes disruption or stoppage of operations at the Site, the parties will work jointly to minimize any loss revenue incurred by MMA not covered by MMA's business disruption insurance. All available resources of THC and MMA will be coordinated to restore operations and activities as quickly as possible to protect the Site's earned revenue stream.
- c) The MMA artifact and archival collection (the "Collection") will be loaned to the THC and will be covered in THC's fine arts insurance coverage. The Collection stewardship will be the responsibility of THC during the period as detailed in the loan document.

3.7 THC recognizes MMA as the authorized fundraising organization that may solicit funds for the benefit of the Site, including protecting and preserving MMA's Collection. THC shall establish guidelines under which MMA accepts site-based sponsorships and donations from private entities ~~benefitting~~benefitting the Site.

3.8 THC will provide professional museum, business, and facility support from THC's Austin Headquarters including.

- (a) Retail management including selling and development of product retail items to MMA at cost for resale or use by MMA for operational support;
- (b) Public Relations and Marketing support to include providing THC branded items to MMA for its use in promotions, events or fund raising;
- (c) Marketing support including coordinating all Site-based marketing, media and press releases with MMA including brand and logo use;
- (d) Interpretive development, planning and outreach by actively working with MMA to develop up-to-date and consistent interpretive programming throughout the Site to the extent possible with available funds;
- (e) Architectural services in the stewardship of all standing structures;
- (f) Community outreach with facilitated workshops;
- (g) Fundraising support and sponsorships for operational support or capital campaign;
- (h) Archeological programing and permitting;
- (i) Curatorial service and collection stewardship support;
- (j) Business planning and management support;
- (k) Staff and Trustee training;
- (l) Financial support; and
- (m) Human Resource coordination.

3.9 All obligations of THC hereunder are subject to the availability of funds and to such direction and instructions as may be or are hereafter provided for by the Legislature of the State of Texas. THC represents that it has obtained sufficient public funds which will enable it to undertake and satisfy its obligations set forth in this Agreement. If funding is not budgeted by THC to meet the annual operational needs of the Site as provided in the Business and Management Plans, MMA will have the option to terminate this Agreement.

**ARTICLE IV
MANAGEMENT AND OPERATION OF THE SITE**

- 4.1 MMA is the owner of the Site. THC controls, and is responsible for, the Site and its upkeep, maintenance, repairs, and improvements.
- 4.2 THC has the right to occupy and use the Site for a Visitor Center and Museum and associated activities including educational, interpretive, archival, fundraising, and other activities. The Site will provide space for storage of artifacts, exhibitions, a gift shop including e-commerce activities, and food and beverage services, etc. All occupation and use of the Site by THC shall be solely for the benefit of the Site to otherwise perform THC's obligations under this Agreement.
- 4.3 MMA shall have the authority to manage contracts, including supervision, direction, and control of all contractors and subcontractors only to the extent explicitly agreed between MMA and THC. THC will provide general oversight to each project to ensure that all legal, contractual and design requirements are met, will participate in the selection of contractors, and have the right of full access to the site, all books, plans, designs, contracts, and other records related to such projects. No contract related to the project will be executed without the written approval of THC.
- 4.4 THC will make supplies and equipment available for use at the Site.
- (a) State-owned equipment, supplies and other items necessary for the operation of that are owned by the State or THC will be available without charge for use by both THC and MMA employees. Notwithstanding the foregoing, MMA staff is prohibited from using State Property for any purpose other than performing the services authorized under this Agreement and for the sole benefit of the Site. State Property includes, but is not limited to, THC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any THC-issued software, and THC Virtual Private Network (VPN client)), and any other resources of THC.
- (b) State-owned vehicles may be operated by the THC Employees and, to the greatest extent permitted by applicable law, by MMA employees if they (1) are covered by the insurance required in this Agreement and in the Management Plan and (2) have executed and delivered all agreements and waivers related to the operation of said vehicles as THC may reasonably require, including completion of an approved Defensive Driving course. State vehicles shall be maintained in accordance with state requirements at the expense of THC. As State vehicles are retired, which shall be at the sole discretion of THC, THC shall, at its own expense, replace such vehicles to the extent necessary. If a State-owned vehicle is damaged or destroyed while under the control of an MMA employee or other person authorized by MMA to control such vehicle, MMA shall repair or replace such vehicle in kind.
- ~~(c) kind.~~
- 4.5 MMA shall obtain and maintain at its cost the following types of insurance:
- (a) General commercial liability insurance with a limit not less than \$1 million per occurrence and a general aggregate limit of \$1 million; ~~Does this need to be "Site" specific or does MMA's GL policy cover? The MMA general liability policy will address the need.~~
- (b) Automobile liability insurance with a limit not less than \$1 million in general liability coverage (such automobile policy shall only be applicable to MMA employees utilizing state owned vehicles);

- (c) MMA agrees to undertake to name the State of Texas and THC as additional insureds on the policies described in paragraphs (a) and (b) above as they apply to the Site, with the understanding that the underwriters of such policies may not agree to such naming and such may not be reasonably possible.
- (d) MMA shall ~~carry Business Interruption insurance covering operation of the Site and THC shall reimburse MMA for fifty (50) percent of the cost of such coverage. MMA will provide copies of the applicable insurance policies and related invoices to THC. MMA shall carry, at its cost, workers compensation insurance reasonably adequate for its employees involved in the operation of the Site. **Is my interpretation that Business Interruption ins. is "Site" specific and MMA's existing coverage should remove "Site" and 2 policies be in place...1 for MMA general operations and 1 for "Site" correct? Since THC is operating the museum, MMA will not need this coverage.**~~
- (e) All insurance policies required under this section shall be with a company licensed in the state of Texas with "A" rating from A.M. Best Company and authorized to provide the corresponding coverage. MMA represents and warrants that it shall maintain the above insurance coverage during the term of this Agreement and shall provide THC with an executed copy of the policies upon request. The State of Texas and THC are self-insured, and any liability for casualty, medical, employee, or other loss related to the ownership and operation of the Site and regarding the State of Texas or THC shall be handled in accordance with the applicable statutes and rules of the State of Texas. This Agreement shall not be considered nor in any way constitute a waiver of sovereign immunity of the State of Texas or THC, nor of immunity from liability of the employees of THC for acts within the course and scope of their employment.

- 4.6 THC shall obtain and maintain property insurance at its expense covering all standing structures within the boundaries of property detail in Amendment A. ~~on or at the Site. **Does "Site" include the Monument? Yes, the monument would be covered under the THC's fine arts policy.**~~

ARTICLE V MMA'S COLLECTION

- 5.1 MMA maintains ownership, custody, and control of its Collection, including all artifacts, archival material, property, and historical data, together with historical, educational, or operational materials that have been or will be donated to, purchased by, or entrusted to MMA whether maintained at the Site, or elsewhere.
- 5.2 Staff responsible for MMA's Collection will actively work with the Executive Manager and THC's professional support staff to:
- (a) coordinate and develop up-to-date and consistent interpretive programming throughout the Site utilizing MMA's Collection together with other items of historical significance held by the State of Texas or upon loan from third parties;
 - (b) address the Collection storage environment and storage needs;
 - (c) prepare an exhibit schedule for the Site and traveling exhibits;
 - (d) create earned revenue potential utilizing MMA's Collection; and
 - (e) upgrade security for the Collection as needed.
- (f) Maintain collection inventory and calculated value for insurance coverage.

- 5.3 In the event the Site is closed for renovation or repairs, upon request of MMA, THC will provide, at no cost to MMA, secure and environmentally safe storage appropriate for MMA's Collection along with the required transport of such items.
- 5.4 MMA, with assistance from THC's curatorial staff, shall prepare within twenty-four (24) months of the execution of this Agreement (a) a physical inventory, with overall condition assessments, of all objects directly or indirectly associated with the Battle of Iwo Jima, and (b) a physical inventory of all other objects in MMA's Collection, together with a storage and environmental report meeting applicable professional standards. MMA will review its Collections policy and update such policy as it deems appropriate. MMA and THC will jointly work to maintain and update the inventory as needed to insure against loss, damage, deterioration, and that conservation needs are met.

ARTICLE VI CAPITAL IMPROVEMENTS

- 6.1 Implementation of specific capital improvement projects (defined as permanent repairs, upgrades, new construction, renovations, restorations, fixtures, or additions to the physical structure of the Site) shall comply with the following:
- (a) Projects at the Site funded by THC shall be contracted for and managed by THC or MMA pursuant to written agreement with THC, in compliance with all applicable laws, and shall be conducted in such a manner so as to minimize the disruption caused to the visiting public and to Site operations as agreed by both MMA and THC;
 - (b) Projects at the Site funded by MMA shall be submitted to THC for review and approval. Such projects may be contracted for and managed by MMA and shall be subject to inspection by THC to ensure quality workmanship and compliance with all applicable codes and laws;
 - (c) Capital improvement projects funded jointly by THC and MMA shall be contracted for and managed by a project manager jointly selected by THC and MMA or as otherwise agreed in writing between THC and MMA and shall be conducted in compliance with THC policy and all applicable laws.
 - (d) MMA shall not be financially responsible for any costs or liabilities associated with the construction, repair, or maintenance of any capital improvement, unless it consents to such responsibility in a separate document executed by both MMA and THC prior to the commencement of the capital improvement project.
- 6.2 All repairs to and maintenance of completed capital improvements shall be the sole responsibility of THC.
- 6.3 Prior to the commencement of any non-emergency construction, repair or maintenance of any capital improvement, THC and MMA will meet with the Executive Manager to review the scope and budget for construction, repair, or maintenance and coordinate business operations and estimate a length of time needed for the construction, repair, or maintenance.

ARTICLE VII COORDINATION OF OPERATIONS OF THE SITE

- 7.1 THC and MMA have herein agreed that the coordination of operations of the Site is critical to a successful interpretative program, visitor experience, administration, funding of the Site, and any

additions or improvements thereto. THC hereby affirms its good faith commitment to coordinate with MMA regarding operation, funding, and development of the Site.

- 7.2 ~~THC will work with the President of the MMA and when it is required request to meet with the Board of Trustees if an issue cannot be satisfied by both parties.~~ THC and MMA agree that the Executive Manager when needed may attend the open sessions of the regular meetings of MMA's Board of Trustees ~~on a regular basis~~ when the Site operations are on the agenda or discussed and shall receive and respond to information from MMA regarding the Site and shall report on the state of operations at the Site or as otherwise requested by MMA. ~~However, such Site Manager may be excluded from any MMA Board or Committee meetings specifically related to any dispute or negotiation with THC or THC staff or relating to MMA or THC employees or consultants.~~
- 7.3 The Executive Director of THC, or his/her duly authorized designee:
- (a) May attend open sessions of the regular or special meetings of MMA's Board of Trustees subject to the same limitations upon the Executive Manager's attendance.
 - (b) Shall ensure that the activities of THC and MMA are coordinated, and that THC responds promptly and fully to the inquiries and concerns of MMA.
- 7.4 The Chair of MMA's Board of Trustees, or their duly authorized representative shall ensure that the activities of THC and MMA are coordinated, and that MMA responds promptly and fully to the inquiries and concerns of THC.
- 7.5 Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership, joint venture, or joint enterprise between THC and MMA.
- 7.6 While the parties have agreed to enter into joint operations, THC and MMA do so in their individual legal capacities and do not assume liabilities attributable to the other party by virtue of such party's acts or omissions.

ARTICLE VIII FUNDRAISING, FUNDING, FEES, AND CONCESSIONS

- 8.1 Upon request, THC and MMA shall share with each other information related to their respective budgets and requests for public and private funding in order to assist each other in developing the Site's business and capital improvement goals.
- 8.2 From and after the opening of the new Visitor Center and Museum and continuing until such time as THC secures full-time employees ("FTE") and operational funds, all revenue generated from operation of the Site, whether from admission, gift store sales, events, or from any other sources shall be deposited into The Iwo Jima Monument and Museum Fund Restricted Account (the "Restricted Account"). The Restricted Account shall be maintained exclusively by the MMA and proceeds shall be used solely for operational expenses of the Site, including salaries, inventory, and other operational expenses. Under no circumstances may MMA use revenue generated from the above-mentioned operations of the Site for any other purpose. Upon request, MMA will provide a quarterly accounting report on its revenue. MMA further acknowledges that the state auditor, under the direction of the legislative audit committee, may conduct an audit or investigation in connection with any funds received directly or indirectly from THC or otherwise generated from admission and retail sales from the Site, pursuant to this Agreement. MMA agrees to provide the state auditor with access to any information the state auditor considers relevant to any such investigation or audit. After THC secures FTE and operational funds, all revenue generated from operation of the Site,

whether from admission, gift store sales, events, or from any other sources shall be deposited into the Restricted Account.

**ARTICLE IX
AMENDMENTS**

- 9.1 This Operating Agreement may not be modified or changed other than by an agreement in writing jointly executed by ~~all~~of all the parties hereto. An e-mail or other electronic transmission by one party does not constitute a "writing" under this Section.

**ARTICLE X
ENTIRE AGREEMENT**

- 10.1 This Agreement sets forth the entire agreement and understanding between THC and MMA relating to the occupancy and use of the Site. The parties acknowledge and agree that there is no oral agreement between THC and MMA that has not been incorporated in this Agreement relative to the Site.
- 10.2 In the event of any conflict between the terms of this Agreement and any other agreement or Plan contemplated by this Agreement, the terms of this Agreement shall prevail unless the parties expressly agree otherwise in writing.

**ARTICLE XI
NO WAIVER OF RIGHTS**

- 11.1 No term or provision of this Operating Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by authorized representatives of THC and MMA. Any consent by one party to or waiver of a breach by the other party, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

- 12.1 This Operating Agreement shall be governed by the laws of the State of Texas in effect at the date of this Operating Agreement and as modified by future action of the Legislature.
- 12.2 The venue for any action brought by either party related to this Operating Agreement shall be Travis County, Texas.

**ARTICLE XIII
DISPUTE RESOLUTION**

- 13.1 Any dispute arising under this Operating Agreement, which cannot be resolved by THC and MMA, shall be resolved in accordance with the dispute resolution process set forth in Chapter 2260, Government Code, and in Title 31 Texas Administrative Code, Sections 51.200 through 51.225 subject to a party's right to terminate this Agreement as set forth herein.

**ARTICLE XIV
NON-ASSIGNABILITY**

- 14.1 This Operating Agreement or any part hereof or the administration or performance of any activity or service performed by MMA hereunder cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by THC.

**ARTICLE XV
TEXAS REQUIRED CONTRACT TERMS**

- 15.1 **No Conflicts of Interest.** MMA represents and warrants that the provision of goods and services or other performance under this Operating Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 15.2 **Public Information Act.** Information, documentation, and other material in connection with this Operating Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, MMA is required to make any information created or exchanged with the State pursuant to this Operating Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public. THC shall reimburse MMA for the reasonable cost of providing such information.
- 15.3 **Signature Authority.** MMA represents and warrants that the individual submitting this document and the documents made part of this Operating Agreement is authorized to sign such documents on behalf of MMA and to bind MMA under any contract that may result from the submission of this Operating Agreement.
- 15.4 **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Operating Agreement or indirectly through

a subcontract under this Operating Agreement. The acceptance of funds directly under this Operating Agreement or indirectly through a subcontract under this Operating Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 15.5 **Cyber Security Training.** If MMA employees have access to any state computer system or database, MMA employees shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Section 2054.5192 of the Government Code.
- 15.6 **Dealings with Public Servants Affirmation.** MMA has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Operating Agreement.
- 15.7 **Disaster Recovery Plan.** MMA will work with THC in the creation of a Disaster Recovery Plan for the Site. The Plan shall provide a description of the Site's business continuity and disaster recovery plans.
- 15.8 **Termination.** This Operating Agreement is subject to termination or cancellation, by THC or MMA, without penalty to THC and MMA, either in whole or in part, in the event state funds are not available.
- 15.9 **Excluded Parties.** MMA certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury Office of Foreign Assets Control.
- 15.10 **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, MMA certifies that it is not (1) the executive head of THC, (2) a person who at any time during the four years before the date of this Operating Agreement was the executive head of THC, or (3) a person who employs a current or former executive head of THC.
- 15.11 **Foreign Terrorist Organizations.** MMA represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 15.12 **Suspension and Debarment.** MMA certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 15.13 **Buy Texas Affirmation.** MMA agrees to comply with Section 2155.4441 of the Texas Government Code, relating to use of service contracts and the purchase of products and materials produced in the State of Texas.
- 15.14 **Entities that Boycott Israel.** MMA represents and warrants that (1) it does not, and shall not for the duration of this Operating Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Operating Agreement. If circumstances relevant to this provision changed during the course of this Operating Agreement, ~~Association~~ the Association shall promptly notify THC.

15.15 **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, MMA certifies that the individual or business entity named in this Operating Agreement is not ineligible to receive the specified contract and acknowledges that this Operating Agreement may be terminated and payment withheld if this certification is inaccurate.

15.16 **COVID-19 Vaccine Passport Prohibition.** MMA certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from MMA's business. MMA acknowledges that such a vaccine or recovery requirement would make MMA ineligible for a state-funded contract.

**ARTICLE XVI
NOTIFICATION AND COMMUNICATION**

16.1 Written communication shall be addressed as follows:

If to THC:

Edward G. Lengel, PhD, Executive Director
Texas Historical ~~THC~~Commission
P.O. Box 12276
Austin, Texas 78711-2276

If to MMA:

Col. Christopher S. Dowling, USMC Ret., President,
Marine Military Academy
320 Iwo Jima Blvd.
Harlingen, ~~TX~~Texas 78550

IN WITNESS THEREOF, the duly authorized representatives of THC and MMA agree to the terms herein by signing below, effective the 1st day of March 2024.

TEXAS HISTORICAL COMMISSION

MARINE MILITARY ACADEMY

BY: _____
Edward G. Lengel, PhD
Executive Director,

BY: _____
Col. Christopher S. Dowling, USMC Ret.,
President,

Date: _____

Date: _____

TEXAS HISTORICAL COMMISSION

Item 12.3
Texas Historical Commission
Quarterly Meeting
April 2, 2024

Consider acceptance of 14.74 acres of land adjacent to San Felipe de Austin State Historic Site

Background

The Hill family, long-time stakeholders and champions of the San Felipe de Austin site, have been instrumental in partitioning acreage previously held by multiple descendants in an undivided interest. This tract, situated to the west of the original historic and commemorative site and running along the Brazos River, is being offered as a donation to support the historic site's development and interpretation. Valued by donor appraisal at \$1,474,000.00, this acreage was a focus of archaeological research and excavation conducted in the early 2000s to confirm likely remains of the townsite and its history. It includes the location of Peyton's Tavern, the original homesite of Austin Colony Secretary Samuel May Williams, and the staging area for military operations by the Mexican army under Santa Anna during the brief Battle of the Brazos. The eastern edge of this property abuts the ferry cut and crossing location for the historic town. If acquired, the acreage would be pivotal in future archaeological investigations related to early town life, it would provide opportunities to greatly expand interpretation of the footprint of the downtown business district (Commerce Square) and would allow for development of multiple viewsheds of the Brazos River.

Suggested Motion (Committee):

Move that the Committee send forward to the Commission and recommend approval of the donation of real property located at Park Road 38 and the Brazos River in San Felipe, Texas, also referred to as the David Hill Property.

Suggested Motion (Commission):

Move to approve the donation of real property located at Park Road 38 and the Brazos River in San Felipe, Texas, also referred to as the David Hill Property.



TXDOT SOUTHWEST PARKING LOT

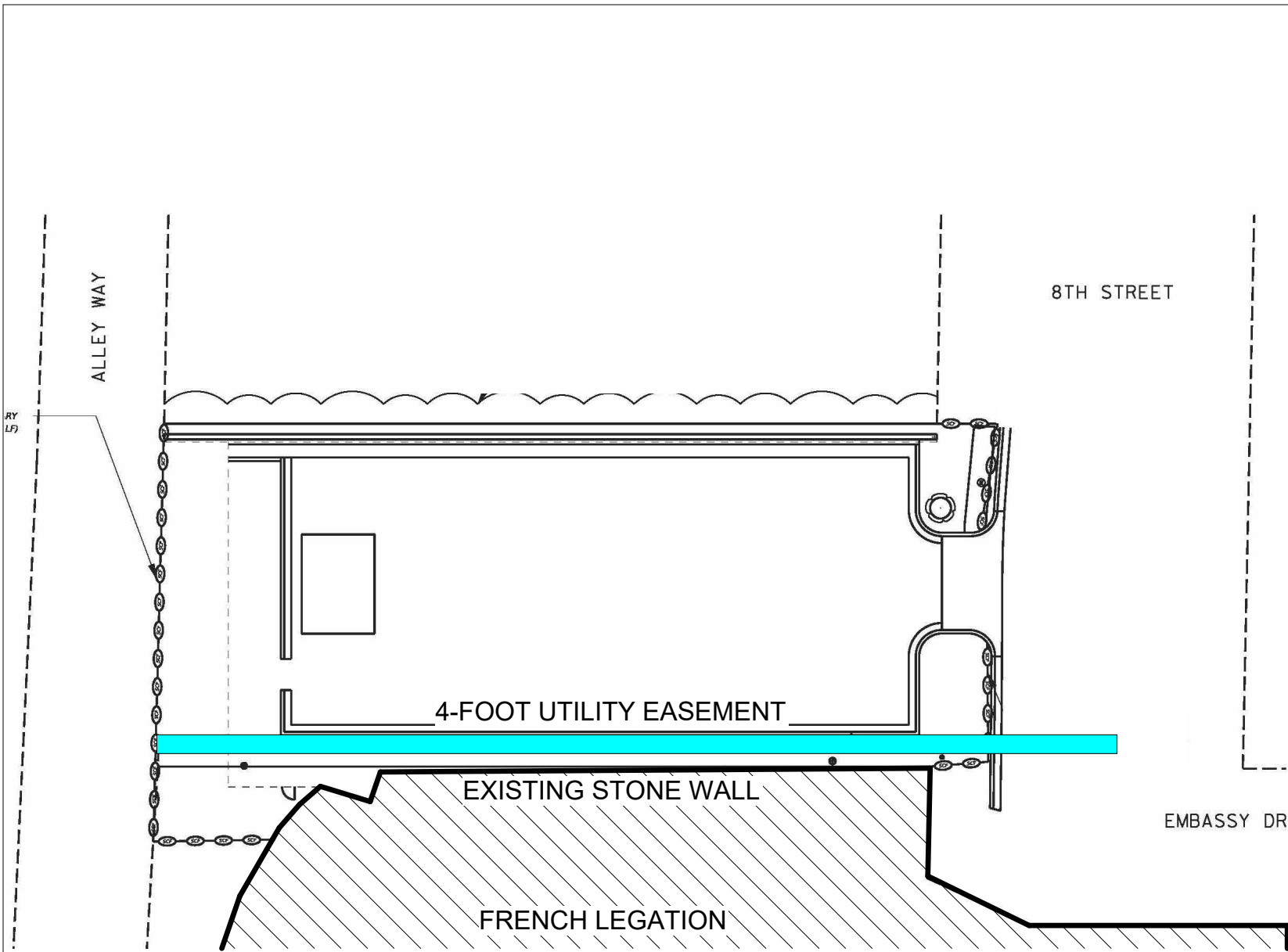
802 San Marcos St.
Austin, TX 78702

FRENCH LEGATION STATE HISTORIC SITE

PROJECT #:
HSD-2022-005

A100

EXISTING SITE PLAN



TXDOT SOUTHWEST PARKING LOT

802 San Marcos St.
Austin, TX 78702

FRENCH LEGATION STATE HISTORIC SITE

PROJECT #:
HSD-2022-005

A101

TXDOT PARKING LOT
EASEMENT PLAN

TEXAS HISTORICAL COMMISSION

Item 12.5
Texas Historical Commission
Quarterly Meeting
April 2, 2024

Consider approval to authorize staff to enter lease negotiations for land for the Longhorn Herd

Background

The Texas Historical Commission manages the Official State of Texas Longhorn Herd, comprising 250 unique, historically correct, and genetically pure Texas Longhorn cattle. Currently, a search is underway to find a suitable property where the majority of the herd can be housed and interpreted. A property is needed for the following purposes:

1. Providing a permanent home for the entire breeding herd and part of the steer herd, totaling approximately 200 animals. This will ensure the long-term conservation of the herd, eliminating uncertainties and costs associated with short-term grazing leases.
2. Developing a high-quality visitor experience centered on the interpretation of the herd. This initiative will involve establishing a visitor center to offer engaging programs and easily accessible pastures for public viewing.
3. Establishing a dedicated space for the interpretation and stewardship of the herd's long-term stability on secured land, celebrating their significance to Texas history, character, and identity."

Suggested Motion (Committee):

Move that the committee send forward to the Commission and recommend approval to authorize staff to enter lease negotiations for land for the Longhorn Herd.

Suggested Motion (Commission):

Move to approve authorizing staff to enter lease negotiations for land for the Longhorn Herd.

Site for Conserving the Legacy of the Official State of Texas Longhorn Herd

Texas Historical Commission

Will Craddock, Longhorn Herd Manager

Frank Sharp, Herd Educator/Interpreter

G.W. Goin, Assistant Herd Manager



The Herd

The Texas Historical Commission manages the Official State of Texas Longhorn Herd (Herd), a herd of 250 unique, historically correct, and genetically pure Texas Longhorn cattle.

The Herd was established in 1938, started by a cooperative effort of J. Frank Dobie and Sid Richardson, and employing Graves Peeler. This herd of cattle acquired from historic sources was donated to the Texas State Parks Department and is the foundation of the Herd.

In Senate Concurrent Resolution 79, the 61st legislature recognized the conservation efforts of the Herd at Fort Griffin and designated it as the Official State of Texas Longhorn Herd.

THC and Herd Missions

The mission of the Texas Historical Commission (THC) is to protect and preserve the state's historic and prehistoric resources for the use, education, enjoyment, and economic benefit of present and future generations.

The mission of the Herd is to protect, preserve and perpetuate the Herd, while exhibiting the characteristics of the late 1800s Longhorns during the settlement of Texas' western frontier and trail drive era and sharing the unique legacy of Texas Longhorn cattle with the public at appropriate sites.

These two mission statements are very analogous, and the THC mission easily encompasses the Herd mission, while the Herd mission contributes a unique piece of living Texas history and heritage into the overall THC mission.

A Comprehensive Home for the Herd

A search for a suitable site to house and interpret the majority of the Official State of Texas Longhorn Herd (Herd) is underway. A Property is needed:

- ★ For a permanent home for the entire breeding herd and part of the steer herd, totaling about 200 animals, to allow the long-term conservation of the Herd without the uncertainty and cost of short-term grazing leases.
- ★ To develop a high-quality visitor experience focused primarily on the interpretation of the Herd; this will include a visitor center to develop more engaging programs and easily accessible pastures for public viewing.
- ★ Dedicated to the interpretation and stewardship of the Herd's long-term stability on land secured for them and that celebrates their significance to Texas history, character, and identity.

There are several essential reasons and justifications for acquiring a property to meet the conservation and interpretation goals of the Herd. Background information on the Herd and justifications for a site follows.

Rare and Endangered Genetics

History tells that Texas Longhorn cattle originated from cattle imported to current North America from Spain and Portugal starting in the early 1500s, and that these cattle were formed into what we know as the Texas Longhorn by their feral existence in current Texas for several hundred years. Current DNA analysis confirms that this origin is true, with historically correct cattle showing only Iberian genetics. They were not crossbred with other cattle after introduction to North America.

When the Herd was established in 1938, the Texas Longhorn was on the decline, with very few remaining true-type examples left. Through the efforts of Dobie, Richardson and Peeler, correct examples of historic cattle were acquired. It has been a difficult and continuing task of all Herd managers over the years to maintain these historic genetics through careful management and introduction of only the best historic examples.

Historic Texas Longhorn cattle are now at one of their lowest population points in history since their introduction, numbering less than 3000 worldwide according to the Cattlemen's Texas Longhorn Registry. Therefore, the State Herd contains about 8% of the remaining historically correct and genetically pure Texas Longhorn cattle in existence, a decline from tens of millions right after the Civil War. The Livestock Conservancy places the historic Texas Longhorn on their Critically Endangered Breeds list.

The herd of Texas Longhorns managed by the US Fish and Wildlife Service at Wichita Mountains National Wildlife Refuge in Oklahoma has been a great source of historic Texas Longhorn genetics for many years. Unfortunately, the cattle management style there has been altered significantly so that the cattle are now in an open breeding setup, more like wildlife. Individual lineages can no longer be tracked, and therefore their value for conservation of the breed has been reduced. This increases the importance of remaining cattle, most notably THC's Herd.

The THC also currently has at its disposal and is utilizing the benefits and extensive expertise of several universities, breed conservancies, and breed associations in the management of the Herd through connections with the Herd staff.

It is an extraordinary responsibility of and a great commendation to the THC to maintain this large portion of the critically endangered Texas Longhorn. The THC has an intrinsic understanding of the importance of careful historical preservation and conservation, which is exceptionally important in conserving the historic genetics represented in the Herd. Therefore, a dedicated site is essential to maintaining and conserving the genetics contained in the Herd.

Economic Importance

The economic impact of the Herd is two-pronged. The Herd is an exceptional living historic resource that represents historic Texas Longhorn cattle and exists essentially unchanged since the time of the trail drive era.

Therefore, the Herd is a unique opportunity for our residents and visitors to view and experience an integral piece of Texas history brought forward into the present time, just as it existed in the late 1800s. The Herd provides an amazing tourist opportunity for residents and visitors alike, promoting a positive economic impact of visitors to the state, communities and sites.

The Herd also continues to conserve and provide unique genetics that are utilized in the state's extensive cattle production, especially in low-input and minimal management systems. As such, the cattle are as useful and resilient for minimal input beef production just as they were in the 1800s, allowing ranchers to utilize unique genetics that lower inputs and maintenance costs in their modern operations.

Both economic points are excellent arguments for continued management and conservation of the Herd by the THC.



Tourism and Education

Education and Tourism possibilities with the Herd are practically endless. Interpretive programming for the Herd (geared toward education and tourism) typically integrates historical aspects with biology and ecology topics as the introduction, development, survival, and success of the longhorn breed are discussed. Storytelling of first-hand experiences and documented events help illustrate examples of many aspects of Texas Longhorn cattle. With the entire herd available for viewing, topics like genetic diversity and coat color genetics are more easily described as the variety of phenotypes are more accurately displayed. Topics like age and class of longhorn cattle, and the differences between sets of horns are also much easier to illustrate with the complete herd on display. Social interactions in the herd can be seen such as mother-daughter-granddaughter groups cooperating with each other in raising calves. Visibility

As a tourist attraction, a site dedicated to the Herd could be a large draw. If visitors knew they could see many Texas Longhorn cattle in their native habitat, it is possible that many more people would want to see the cattle. Add to that the ready availability of restrooms, an interpretive center, good vehicle access in all weather, outdoor shade, water, electricity, regular interpretive programming, gifts, and snacks, then the possibility of visiting the Herd is available to almost everyone!

And as Texas icons go, it gets no more immediately recognizable and marketable than colorful Texas Longhorn cattle! The Texas Longhorn was designated the Official Large State Mammal in 1995 by the 74th legislature in HCR 178. The Texas Longhorn is as well-known as the lone star (which incidentally is the registered brand of the Herd – a five-pointed star on the left hip).

Education opportunities are practically endless, as students of all ages would be able to experience first-hand the characteristics, behavior, and interaction with their environment of cattle that helped to build and shape the early fabric of Texas and its exceptional ranching heritage.

Immersive and interactive programming could integrate horses for trail drive demonstrations, trail rides, horsemanship. Ranching chores such as roping, branding, and even effective fence construction/repair could be demonstrated. Not everyone understands how to use barbed wire! And to add further possibilities, adding the history of each of these components and how that history interacted with Texas Longhorn cattle could result in exceptionally unique programming! The longhorns spawned a culture of ranching in Texas, and this site and project is an excellent opportunity to share that culture with all ages of tourists and students.

A site for the Herd could be a great investment, not only financially, but also an investment in the citizens of Texas and beyond, an investment in the future educational and tourist opportunities these cattle provide.

History of Texas Longhorn cattle

The Herd brings a unique value that it is an integral part of Texas, tracing its existence up a trail through Texas history from early Spanish influences to the present time. Everywhere we peer into Texas history, we see the influence of longhorn cattle, or Texas cattle, as they were historically named.

Early introductions into present day Texas were via Spanish missions and settlements, beginning in the 1500s. Natural adaptation to a climate similar to their homeland on the Iberian Peninsula and sharply-horned resistance to predator pressures resulted in explosive growth over the next few hundred years. Growth so great that longhorn cattle numbers greatly exceeded the Plains bison herds by the end of the Civil War.

This boundless source of beef for early ranchers began the beef industry in Texas we still boast about today. History estimates that between 20 and 30 million longhorn cattle were driven up the trails including the Goodnight-Loving, Great Western and Chisholm out of Texas between 1860 and 1885. These longhorns were either loaded on trains at points like Dodge City, Kansas to be sold at distant markets for beef or driven throughout the Great Plains and sold as seedstock for other ranches. It was the largest movement of cattle in the world – ever. And all was accomplished by cowboys on horseback. This massive surge in the state's cattle industry from the longhorns and the labor it required also defined and cemented the Texas cowboy's place in history.





As millions of cattle were sold for significant profit, millions of dollars poured back into Texas via the ranchers and trail drive outfits operating the cattle drives. This money went into purchasing and expanding vast Texas ranches and to building communities throughout the range of these ranches. It brought much needed cash to a poor post-war economy and quickly aided in bringing Texas out of a post-war recession. Due to their strong positive economic impact, many regard the longhorns as “the first oil of Texas”.

The breed then continued surviving in reduced numbers with the introduction of railroads, barbed wire, and other breeds. Since the last days of the cattle drives, the historic Texas Longhorn breed has been in decline, and this sharp decline caught the attention of J. Frank Dobie and spurred on the the gathering of the state’s Herd.

The Herd therefore is of exceptional historic value for the state and the THC. THC holds the unique and prestigious position of managing and utilizing the Herd to communicate to the public the importance and integral influence of Texas Longhorn cattle on the historic development of many aspects of the State of Texas. The Texas Longhorn breed truly is an integral and living part of Texas history and should be preserved as such through continued conservation of the state Herd by the THC.

On a side but important note, a distant approximation of the historic Texas longhorn breed has gained sharply in popularity in recent decades and are also commonly referred to as Texas

longhorns. But these cattle are decidedly un-historic as they are oversized, have exceedingly large and untwisted horns, and are short-lived with reduced reproductive capacity and survival characteristics, among other non-historic traits. Considered here and present in the Herd are the minority of Texas longhorn cattle, those that exhibit true-type historical correctness and genetic purity unaltered by the whims of modern human opinion.

The THC is uniquely suited accurately to recognize, preserve, and communicate the importance of the Herd as a living representation of the Texas Longhorn's place in Texas history. Other stewards will likely, lacking historical perspective, sooner or later bow to the pressures to introduce impure modern longhorn bloodlines (as mentioned above) affected by preferential trait selection, thereby diluting the historically correct and genetically pure State Herd. This has been attempted in the past as evidenced by Herd records under management by another agency, but thankfully these impure genetics were diverted out of the herd with no lasting effect.

The Herd is an exceptional living historic resource that represents historic Texas Longhorn cattle and has existed essentially unchanged since the time of the trail drive era. Therefore, the Herd is a unique opportunity for Texas residents and visitors to view and experience an integral piece of Texas history brought forward into the present time, just as it existed in the late 1800s, and should continue to be managed and conserved by the THC at its own site.

A Herd Site is Essential

Considering these essential aspects of the Herd, it is essential that the THC maintain stewardship of the Herd and dedicate a site exclusively to the conservation and interpretation of the Herd and the Texas Longhorn breed. Plans for identification of an appropriate site and how the site would best serve the Herd are presented in detail below.



Herd Site Specifications

An ideal property would be adjacent or very near Fort Griffin SHS to allow continued use of the Herd pens, barn, and office as headquarters for the Herd. Unfortunately, no suitable properties have been available in this area in the past 10 years, as the Herd Manager has been searching for an improved location. Properties that meet the specifications of the Herd are quite rare in the area, as most of the land is owned by large ranches that are very rarely offered for sale or lease, and if they are sold it is usually to a business partner or leaseholder and are never publicly listed. As no viable properties very near Fort Griffin have been identified in recent years, and the likelihood of this happening appears to be essentially zero, the search has been expanded to surrounding areas and a plan developed to include a site that would house most of the herd operations and interpretation facilities.

General Region

Primarily land for the Herd should be considered within the native range of the Texas Longhorn. This is a wide area, generally from the Red to the Rio Grande rivers, and from the piney woods in the east to the staked plains in the west. This is important for several reasons.

The Herd should be allowed to forage and roam in as natural a setting and environment as possible, within their native range. Grazing land within the historic range of the breed will allow many of the selection pressures that created the Texas Longhorn cattle from early Spanish introductions to remain in place. This helps to ensure that the Herd remains as historically correct as possible, in line with the Herd Management Agreement.

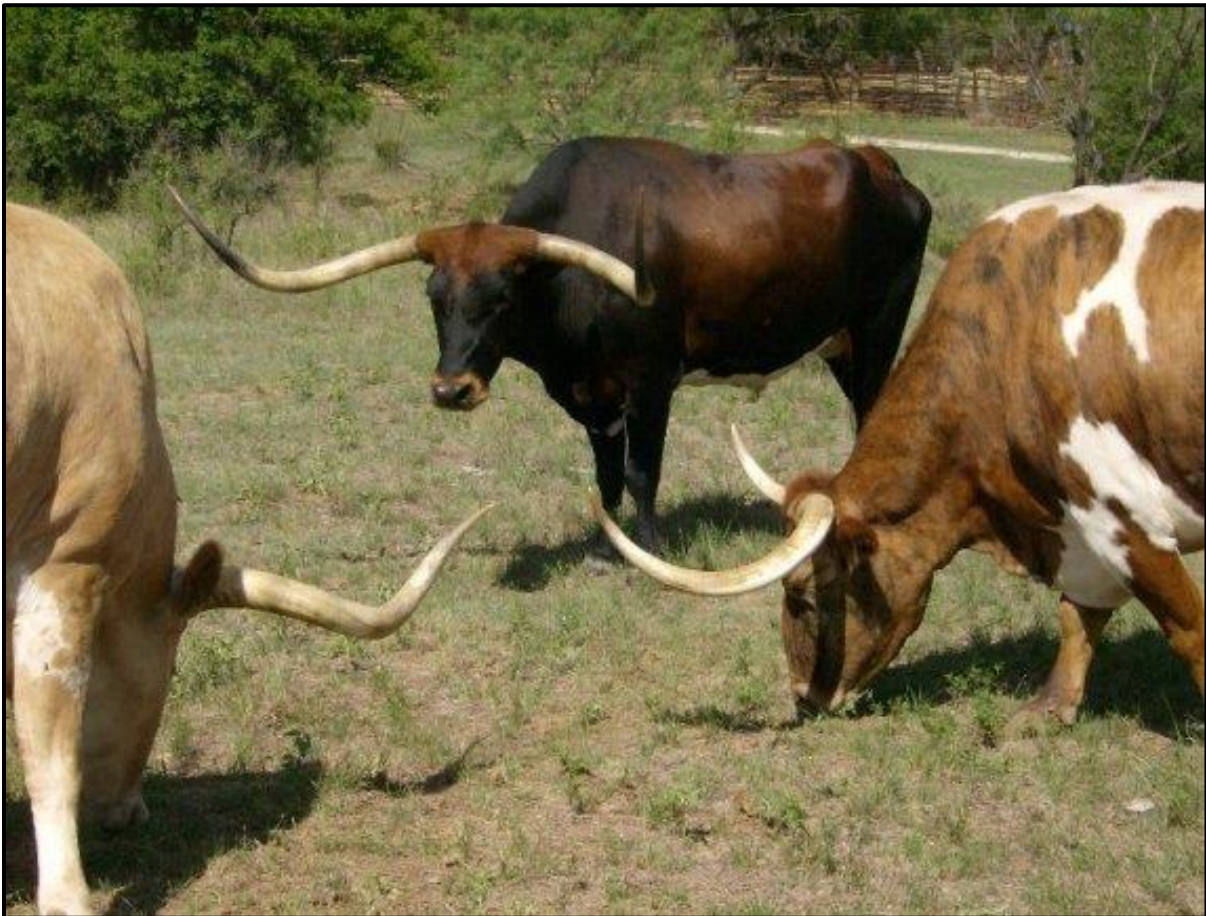
In Spain prior to the 1500s cattle ranching used the native cattle of the country, maintaining excellent historic genetic diversity in their cattle. Cattle were not developed into “breeds”. In the early 1500s Spanish exploration introduced these cattle to current northern Mexico and southern Texas. These genetically diverse cattle began their spread, and their environment began to shape them into what became known as Texas cattle. By the mid-1800s the cattle were well established into their native range. As they spread and multiplied into the millions, the cattle were developed by their environment into a genetic, physical and physiological ecotype that we know and value today as Texas Longhorn cattle. Forces that forged these Texas cattle included extreme temperatures, periodic scarcity of water, a variety of forages varying by time and location from abundant and easily digestible to toxic and of low quality, hungry pressures from a variety of predators and parasites, and a widely varying landscape. What resulted from these pressures was the development of a highly resilient and adaptable ecotype of cattle now known as the Texas Longhorn breed. The Texas Longhorn is commonly referred to as the only breed in the world formed by nature.

The native range of the Texas Longhorn is a blueprint for the environmental conditions that the breed is well-adapted to handle, but it is more than that. It is the forge and anvil on which the Texas Longhorn was formed, and it is an integral part of maintaining the ecotype that is the Texas Longhorn breed. As such, it is important to maintain the State Herd in a natural environment within the native range of the Texas Longhorn.

Specific Area

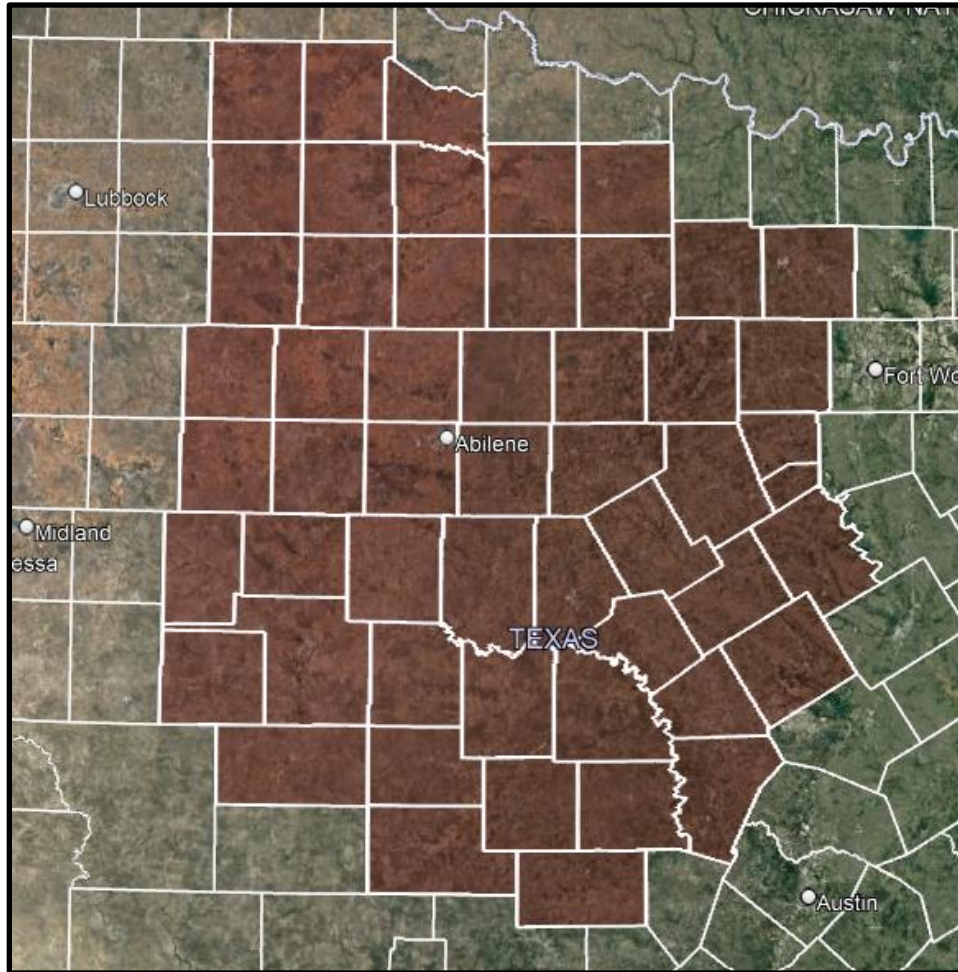
A location for the Herd should be located centrally in Texas and reasonably accessible to visitors from the entire state. Areas that contain contiguous properties of adequate size for the Herd are generally shifted north and west from a central location in Texas. This should be considered for a Herd location, while remaining in the native range of the Texas Longhorn.

An ideal location would be in an area with active ranching that has had a contiguous timeline of ranching from the time of the wild longhorns. This type of property has enhanced interpretive potential to demonstrate the similarities and differences of cattle and ranching through the years. Ideally a property would have historic significance related to Texas Longhorns or early ranching in Texas. Historic cattle trails originated and passed through many areas of Texas, such as the Great Western Trail, Goodnight-Loving Trail, and Chisholm Trail. Locating a property on or near one of these trails or on a historic ranch could provide a significantly enhanced interpretive opportunity.



The map below illustrates the specifics outlined above and shows where an ideal location for the herd would be located. [Press Ctrl and click for an interactive version of the map.](#)

Ideal location of a property for the Longhorn Herd.



[Ctrl + Click for interactive map.](#)

Vegetation and Water

The property should support an animal unit on a maximum of 30 acres in an average year, for adequate available forage production. This is to keep animals near each other for breeding purposes, viewing purposes for the public, and convenience in checking, feeding and managing cattle.

Major soil types of the property should support a minimum of 2500 pounds per acre average biomass production capacity in an average year. This is to ensure cattle have the opportunity to graze rather than eat purchased hay and feed, for the health of the Herd and efficient nutritional management. Rainfall should be a minimum of 20 inches per year on average to support sufficient forage production.

An ideal location must possess some significant tree cover to afford reasonable shade for the longhorns through the summer months to ensure their survival. Longhorns depend upon adequate shade to regulate their body temperature. Tree and brush cover should not be overly thick and restrictive to viewing of the Herd. The property should be well drained and have significant topographical variation to allow the Herd some cover from winter and other storms, and for the enjoyment of the viewing public.

This property should contain drainageways and earthen thanks developed for adequate livestock water or have soils and topography adequate for development. This is to ensure adequate water in all weather conditions, and without dependence on wells or municipal water systems. Well or municipal water may provide secondary water sources for livestock.

Setting

To preserve the ambience of a natural, historical setting for visitors to the Herd, a location should be selected that is not near any extensive development such as major highways, airports, cities and wind farms. The property should be one contiguous piece of land for practical care and management of the herd and to facilitate public tours.

Infrastructure

The property must have topography consistent with the ability to build and/or maintain perimeter and interior fencing as well as a complete interior road system. Infrastructure including roads, perimeter and interior fences and cattle pens will be essential so it will be ideal to acquire a property with these components in place.

The property should possess minimal oil, gas, and wind production and similar, and no solar production so as to provide as natural an environment as possible for both the use of the Herd and enjoyment of visitors. Appropriate property rights should be acquired to control future development of the property that might hinder herd operations, and so that any needed development and improvements for the Herd may be completed as needed.

This location should have paved road access to at least one point to allow for ease of public access. Visibility of livestock from a public road is of little importance since the cattle will rarely be in close enough proximity to be viewed at highway speeds. Access for the public would be focused on an interpretive program/viewing combination for an ideal opportunity of interpretation of the Herd. An ideal home for the Herd must have in place or the capacity to be developed with a visitor center and restrooms, a manager residence, and a maintenance and equipment shop. Additional outbuildings such as livestock and equipment sheds will be needed as well.

Site specifications summary

These specifications describe the ideal home for the Official State of Texas Longhorn Herd. Those specifications most important for the continued conservation of the Herd are adequate grazing on native pasture within the native range of the Texas Longhorn, and a location easily accessible and visually appealing to visitors.

Herd Interpretive Plan

This plan would include keeping a group of 15-20 very visually appealing, historically correct steers at Fort Griffin State Historic Site (Fort Griffin) for interpretive purposes and to continue the existing Herd interpretive programs there, as has been done for many years.



The plan would also include maintaining the existing steer groups at Palo Duro Canyon, Copper Breaks, San Angelo and LBJ State Parks. These excellent locations are all meaningful for interpretive purposes, and Texas Parks and Wildlife Department (TPWD) covers all the costs for the cattle and interpretation at their parks.



In detail, the current interpretive program contacts about 10,500 people annually through on-site and travelling programs. It is a great program, but the limits have been reached in these two parts of the program. The on-site programs are limited by the small sample of the herd visible at Fort Griffin, and interpretive program development at the grazing lease is greatly restricted due to the remote nature of the lease and lack of facilities such as public restrooms. The travelling programs are limited by the staff time it takes to prepare for and conduct these programs at distant locations.



This plan would include continuing the existing interpretive programs of the Herd at Fort Griffin and on the road. It would also include development of an extensive on-site interpretive program at a new location, showcasing the full breadth of the Herd at a new permanent home. This would allow expansion of the existing interpretive program to include viewing experiences of most of the Herd. This is exceptionally significant, as currently only a small portion of the Herd is accessible for tours and viewing. The site would be optimized to allow a variety of programs related to the Herd, including immersive and over-night experiences such as early ranching life in Texas, life on a cattle trail, and a round-up with longhorn cattle.

Herd Management Plan

The State of Texas Longhorn Herd is an important repository of unique Texas Longhorn and bovine genetics not duplicated anywhere else in the world. The breeding herd is the heart of the State Herd, and its proper management is essential for the long-term success of the State Herd.

Breeding Herd Plan

Currently, four breeding groups are maintained for the Herd—three main groups at the Jones Lease and one smaller group at Fort Griffin SHS. As a new site is selected, the breeding management plan will remain essentially unchanged, but will be relocated from Fort Griffin and the Jones lease to the new location, numbering about 200 head. This would include the entire breeding herd plus about 30 interpretive steers. These cattle would be moved to the new site that is more accessible to the public for interpretation, and more permanent for the herd to preserve its existence in perpetuity and to develop public programming to educate the public and actively engage the public hands-on in the herd's stewardship and care.

A few heifers for replacement animals will be kept from each breeding group, and a few non-productive and undesirable animals will be sold. Heifers kept from one breeding group will be placed in another breeding group with an unrelated bull, before breeding age, or the bull will be changed in that group. All of these breeding groups would be relocated to the new site, and only steers would be retained at Fort Griffin SHS, to best interpret the site and history there.

Bulls will still be sourced from (1) the Cattlemen's Texas Longhorn Registry (CTRL), (2) from our own Herd, or (3) from other high-quality sources of historically correct and genetically pure Texas Longhorn cattle. Several young bulls of good historic conformation and good breeding are at Fort Griffin in development for use as herd sires. One will be selected and allowed to breed with a few of the better non-related cows in a continued effort to keep as much Fort Griffin genetics in the Herd as possible. A few Herd sire prospects will continue to be retained from the better cows, to further retain some of the State Herd genetics. We will continue to search for a few high-quality, historically-correct sires from reputable well-documented historic sources to integrate additional historic longhorn genetics into the Herd.



The four breeding groups will be maintained as this will allow better preservation of the Herd genetics by raising young bulls and heifers and moving them to other breeding groups, and to put their genetics back into the Herd by breeding with unrelated state Herd cattle. These genetics are important because they are a unique source of longhorn genetics not duplicated anywhere else in the world. They retain all the true-type longhorn characteristics, many of which have been lost to selective breeding in other herds and cannot be duplicated even from our other sources of pure longhorn genetics, such as CTRL cattle or Wichita Mountains Wildlife Refuge (WMWR) cattle.

Registrations will continue to be kept current on all animals, with either the Texas Longhorn Breeders Association of America or the CTRL. DNA testing and inspection by trained inspectors will continue to allow registration with the CTRL. Private party sales of calves will continue, resulting in increased revenue and placement of heifers and bulls with breeders interested in preservation of historic Texas Longhorn cattle. An electronic Herd book linked with pictures continues to be maintained, which allows us to make better informed management decisions on all members of the Herd.

Looking forward, these are the targets for the breeding herd numbers. The three main and one smaller breeding groups will be maintained, with approximately 35 producing cows in each main group and 15 producing cows in the smaller group. This will be a total of about 120 producing cows. Yearling heifers and bulls in development will be about 30 head. Herd bulls will number about 5 head. Including all ages of calves, this will be about 200 animals in the breeding herd.



Interpretive Herd Plan

The interpretive herd of steers will be maintained at all current locations at current numbers, and replacements will continue to be kept so that an even age distribution of steers is maintained, and all herd animals will continue to exhibit good historical correctness and good conformation.

It is important to note that these plans for the Herd look forward many years. The plans for numbers in the breeding and interpretive Herd looks forward a minimum of 25 years. The genetic management of the Herd looks forward perpetually to ensure the genetic base of the herd will always remain viable.

Grazing Plan

Rotational grazing will be practiced on all locations to allow forage species to rest and recover. Pastures will continue to be monitored for proper forage management. Brush and cactus control and maintenance will continue as needed. Plans for future controlled burns will be integrated

into the grazing plans to allow for proper recovery time of pastures. Any additional property acquired for grazing will be evaluated for overall grazing management needs and invasive species control, and plans implemented accordingly.

Hay needs will be met by purchasing local hay if the price is reasonable, quality is acceptable, and delivery can be negotiated at no additional cost. Hay may be raised on site if suitable fields and local baling are available. This will allow for increased management flexibility if hay can be raised on-site and will allow less dependence on availability and quality of outside hay sources.



Cattle Sales and Expenses

Looking forward, cattle sales may increase as sales options for varying ages and classes of the herd offspring are added with the new site. Some animals will be retained at weaning specifically to be sold later at an increased value, such as cows with a calf or steers with developed horns. Additional acreage will allow for more options here, and is a major way the Herd can use increased acreage for increased income.

Current Grazing Lease Challenges

The current grazing lease consists of 4680.26 acres in northeast Shackelford and northwest Stephens counties. The annual cost is \$60,843.38. Fort Griffin can only support 15-20 head, so additional grazing is essential to the herd. The existing grazing lease has high quality grazing, but it falls short in many respects.

For interpretive programming, the grazing lease is too remote and does not have facilities such as public restrooms and refreshments, therefore it is of little use for interpretation. With adequate facilities nearby, this property would not be too remote for reasonable interpretation.

Additional reasons the current lease is not ideal include that it has inadequate pens and poor fences in several pastures, and marginal water in many pastures in dry years. Currently portable panels and pens are used to make up for the lack of permanent pens which are, at best, temporary solutions to address operational needs. Pastures with inadequate water cannot be grazed in dry years, so cattle are rotated to other pastures. With proper planning this usually works but it is not ideal for grazing management. The pens and water need to be improved, but the cost would not be applied to this property since it is not owned by THC and without a long-term lease there is no assurance that THC would make use of the improvements and regain the investment.

The existing lease is a 24-mile drive from Fort Griffin to the grazing lease at the nearest point, so it is not close or convenient for cattle management or interpretive programs. A typical trip to check cattle includes 55 to 59 miles, of which only 31 are on pavement. It usually takes 4.5 hours to check the cattle at the lease on a good day in good weather. In case of bad weather, or if anything is out of the ordinary such as damaged fences or cattle that have escaped to a different pasture, it takes considerably longer. Roads are not all passable in rainy weather. In short, reasonable access is very limited. If herd management facilities could be located nearby, much of these challenges would be eliminated.

At the grazing lease there are also some restrictions on which pastures can be used during deer season, to allow the owners the best hunting possible. This is a severe restriction if additional interpretive programming were to be planned at the lease property. In addition to these items, the THC has only been able to secure a lease one year at a time. The owners do suggest that they would like to continue the lease long term but are not interested in allowing development of interpretive infrastructure such as a visitor center and restrooms.

A site is needed for the Herd for expanding the existing interpretive programming to match current demand, and to plan for future interpretive needs. A site is also needed for maintaining a dependable, well-managed ranch to secure long-term conservation of the Herd, and to be able to invest in improvements for management and interpretation.

Acquiring a Site

Multiple options are being pursued to locate a property for the Herd. These options are centered around acquiring permanent ownership of a property by the THC, as this is the best option for long-term conservation and interpretation. Lease properties generally allow too few options for facilities development for herd management and interpretation.

This new permanent home will provide a stable home for much of the Herd for many years, to preserve it for many generations of Texans to come. This property would be owned and managed solely by the THC and would provide an immense opportunity for optimal management, preservation, and interpretive programming for the Herd.



Finding the Way

The next step beyond justifying and identifying a viable option for a Herd site will be to put together a plan to acquire funds to purchase a property. There are a number of options to consider. They include but are not limited to lease-purchase, owner finance, donation, state funding support, capital campaign, grants and developed capital campaign.

Bridging the time gap

To find a property appropriate for a Herd site and then acquire funds via state funding support or other means may require several years. In the interim the THC could enter into a lease-purchase arrangement, leasing the property for the Herd operations while working toward acquiring funding. It might be possible to structure the arrangement where part of the leasing funds would apply to the eventual purchase. Owners will likely require some type of commitment to purchase at the end of the lease term. Properties with owners amenable to this arrangement are few as it is mostly a seller's market at the current time, but a couple of owners have expressed some interest.



Lease option with improvements

Another potential option is being formulated that will not require the purchase of property, but will retain the goals of an accessible, immersive interpretation experience with the Herd and will ensure a long-term, stable home for the herd.

Conversations are beginning with some landowners in the area to see if any are agreeable to a unique type of agreement to house the herd and herd interpretation operations.

This concept starts with a long-term lease or easement of 20 years or more with the option to escalate payments over time and/or renegotiate price periodically. Related to this, one variation could be that the landowner could donate the escalated portion or the entire payment to the THC. This could also be set up as a variable donation to remain more flexible for the landowner. In addition, terms similar to a conservation easement could be included to ensure the property conditions are preserved to meet goals of the landowner.

Other property maintenance projects such as water systems and fences could be more readily accomplished as the terms would guarantee enough years of use to recoup the maintenance costs through regular use.

This agreement would include an easement or purchase of a small plot for herd operations, a visitor center location, and herd interpretive functionality. This may be a big hurdle for landowners as it would allow the placement of structures on the land to support the essential herd operations. This arrangement would need to allow for constant, unrestricted herd operations and interpretation of the herd throughout the property, possibly excluding hunting. Hunting may impose an additional cost to the THC as hunting is a major land use in the Shackelford county area.

Upon renewal, the agreement would include a first right of refusal for the THC for renewal, for a lease purchase, or for outright purchase. The lease-purchase and purchase options would include 2- to 4-year extensions, allowing the THC additional time to secure funds to exercise these options. This type of arrangement would allow future herd operators and managers several options to ensure continued preservation of the Herd and continued Herd operations.

To date, no landowners have shown significant interest in this type of arrangement or similar.

Summary

Overall, it is essential that a site be identified and acquired to ensure long-term conservation of the Herd and interpretation of the entire herd to the public. This is highly dependent on availability of site options with owners amenable to some flexibility in funding options and timeframe of purchase.

Texas is playing a vital role in the preservation of these historic cattle. When Texas was in need, the cattle proved to be the catalyst that brought Texas out of a depression at the end of the Civil War. When Texas needed help the cattle were there, and today the cattle need help and Texas needs to be front and center, leading the effort to preserve the Herd and the Texas Longhorn.

