

CONSIST AGENDA
ITEM NO 67

**CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Florencio Peña III, Director, Development Services Department

SUBJECT: Memorandum of Understanding between City of San Antonio and Fort Sam Houston Redevelopment Partners, Ltd.

DATE: December 15, 2005

SUMMARY & RECOMMENDATION

An Ordinance authorizing a Memorandum of Understanding between the City of San Antonio and Fort Sam Houston Redevelopment Partners, Ltd.

Staff recommends approval.

BACKGROUND INFORMATION

Fort Sam Houston Redevelopment Partners (FSHRP) has an agreement with the United States Army to redevelop South Beach Pavilion and to construct at least two new structures all of which are expected to contain at least 300,000 sq.ft. located on the Fort Sam Houston Army Post. The structures and the land are subject to exclusive Federal jurisdiction, and the City of San Antonio (COSA) building code and related development ordinances do not apply. However, FSHRP desires to redevelop the structures in a manner that is consistent with COSA's building code and related development ordinances.

Through this Memorandum of Understanding (MOU), COSA agrees to perform building plan review and inspections upon the request of FSHRP and to issue Certificates of Occupancy as if the structures were subject to the jurisdiction of COSA. Property and structures covered by this MOU are exempt from zoning, platting, traffic and drainage regulations. FSHRP agrees to pay customary COSA fees for plan reviews and inspections.

If the property or structures are no longer owned and used by the Federal Government for governmental purposes or if the Post's secure perimeter is relocated or altered so that the property or structures are ever open to the general public, then new projects will be subject to all COSA development rules and regulations.

The MOU is effective ten days after the date it has been executed and will continue for five years unless terminated earlier by either party.

FSHRP agrees to submit all necessary requests to Army officials at Ft. Sam Houston to procure for the benefit of COSA, limited right of entry license agreements and security clearances from the United States Army as may be necessary to facilitate COSA inspections.

COSA plan review services will be provided to FSHRP without requiring normal prerequisite platting of the redeveloping property by either FSHRP or its subtenants. However, notwithstanding this exemption, FSHRP agrees to exercise reasonable efforts to facilitate discussions between COSA and Ft. Sam Houston regarding the development of a mutually acceptable master plan for management of increased traffic surrounding the area arising out of the anticipated growth in employment at the installation.

POLICY ANALYSIS

Property and buildings within the Federal installation are exempt from City building codes and development regulations. The benefit to the City is that improvements to these buildings will occur in compliance with development codes and regulations to safeguard life, health and public welfare.

FISCAL IMPACT

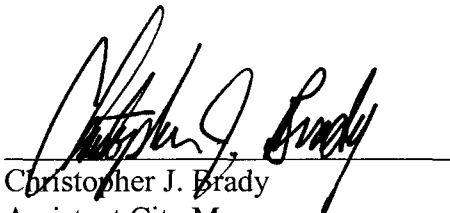
There is no anticipated fiscal impact associated with this MOU.

COORDINATION


This ordinance was coordinated with the City Attorney's Office.



Florencio Peña III
Director, Development Services Department



Christopher J. Brady
Assistant City Manager



Sheryl Sculley
City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered in this ____ day of _____, 2005, by and between the City of San Antonio, Texas ("COSA"), a municipal corporation and the Fort Sam Houston Redevelopment Partners, Ltd. ("FSHRP"). Both entries are referred to herein as the "Parties".

FSHRP has an agreement with the United States Army to redevelop South Beach Pavilion and to construct at least two new structures all of which together are expected to contain at least 300,000 sq. ft. in total (referred to as the "Structures" in this MOU and the term shall apply to existing or new buildings, singularly or collectively) located on the Fort Sam Houston Army Post on property shown in Exhibit A and owned by the United States of America and subject to exclusive Federal jurisdiction.

To the extent the Structures or the land on which they are to be constructed are properties of and owned by the United States, are located inside a secure perimeter, are served by federal public safety entities (military police and/or fire) and are subject to exclusive Federal jurisdiction, COSA's building code and related development ordinances do not currently apply to FSHRP redevelopment of the Structures. However, to the extent practicable, FSHRP desires to redevelop the Structures in a manner that is consistent with COSA's building code and related development ordinances.

1. In consideration of the foregoing, and to facilitate FSHRP's development of the Structures which will benefit COSA, COSA agrees to perform building plan reviews and inspections upon the request of FSHRP and to issue Certificates of Occupancy in the same manner, insofar as practicable, as if the Structures covered by this MOU were subject to the jurisdiction of COSA. Property and Structures covered by this MOU shall be exempt from zoning, platting, traffic and drainage regulations. FSHRP agrees to pay the customary COSA fees for such reviews and inspections.
2. A Certificate of Occupancy shall be issued to existing or new Structures located within the boundaries of the property shown in Exhibit A and shall be valid so long as this MOU is in effect. If the property or Structures are no longer owned and used by the federal government for governmental purpose or if the post's secure perimeter is relocated or altered so that the property or Structures are ever open to the general public, then new projects will be subject to all COSA development rules and regulations.
3. Term: This MOU shall become effective ten days after the date that it has been executed by authorized representatives of both parties. It shall continue for five years unless terminated earlier by agreement of the parties or by the provisions of paragraph 2, above.
4. FSHRP agrees to submit all necessary requests to Army officials at Fort Sam Houston to procure for the benefit of COSA, limited right-of-entry license agreements and security clearances from the United States Army as may be necessary to facilitate on site COSA field inspections to implement this MOU. FSHRP will establish a single point of contact at Fort Sam Houston to expeditiously coordinate access to the Structures by COSA personnel in order to conduct all required field inspections.

5. It is further mutually understood and agreed between the parties that said COSA development review services will be provided by COSA without presently requiring normal prerequisite platting of the redeveloping properties by either FSHRP or its subtenants. This exemption from platting is based upon the property being owned by the United States Government. However, notwithstanding this exemption, FSHRP agrees to exercise reasonable efforts to facilitate discussions between COSA and Fort Sam Houston regarding the development of a mutually acceptable master plan for management of increased traffic surrounding the area arising out of the anticipated growth in employment at the installation.

A site plan indicated the location of the Structures at Fort Sam Houston is attached hereto and incorporated herein.

This MOU is executed in duplicate originals this ____ day of _____, 2005.

City of San Antonio

By: _____
Name: _____
Title: _____

Fort Sam Houston Redevelopment Partners, Ltd.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney