

**JOINT USE AGREEMENT**  
**BETWEEN**  
**UNITED STATES ARMY GARRISON (USAG)**  
**AND**  
**CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG)**  
**FOR**  
**COMPATIBLE LAND USE COORDINATION**

This Joint Use Agreement (JUA) is entered into by and between United States Army Garrison Fort Hood (USAG Fort Hood) and the Central Texas Council of Governments (CTCOG) (collectively referred to as the Parties) for the purpose of promoting compatible land use and inter-party coordination on matters of mutual importance.

**RECITALS**

**WHEREAS**, a Joint Land Use Study (JLUS) was completed in 2016, which identified areas where encroachment by incompatible land uses in the vicinity of Fort Hood and its training areas may impact the sustainability of the installation's training mission; and

**WHEREAS**, the sustainability of the training mission of USAG Fort Hood is critical to the nation's defense and to the common good of the State of Texas and the communities in the CTCOG region; and

**WHEREAS**, the JLUS recommended, among other things, coordination between USAG Fort Hood and local governments in the region on land use and development projects, and related ordinances, plans and rules within an Encroachment Awareness Area (EAA) with the goal of mitigating the potential for incompatible development; and

**WHEREAS**, the Parties to this JUA wish to jointly promote growth that is compatible with the military training mission at USAG Fort Hood; and

**WHEREAS**, it is the intent of the Parties that any land use decision-making powers lawfully delegated to local governments or private property owners be preserved and that nothing herein is intended to diminish or cede those powers to any other entity or Party; and

**WHEREAS**, it is the intent of the Parties to protect private property rights, as they are defined by state and federal laws and constitutions; and

**WHEREAS, USAG** Fort Hood and the local governments in the CTCOG region have a long history of cooperation on matters of mutual importance; and

**WHEREAS,** the CTCOG is the primary intergovernmental coordination organization for local governments in the region; and

**WHEREAS,** the Parties wish to adopt a JUA in order to formalize the procedures that guide that cooperation, as recommended by the 2016 JLUS.

### **Part I: DEFINITIONS and ACRONYMS**

For purposes of implementing the provisions of this Agreement, the terms and acronyms set forth below shall have the following meanings:

**Agreement** means this Joint Use Agreement, or “JUA”.

**CTCOG (or “the COG”)** means the Central Texas Council of Governments.

**Encroachment** means incompatible civilian development within areas subject to off-post military training impacts.

**Encroachment Awareness Area (EAA)** means that area established jointly by CTCOG and Fort Hood within which incompatible growth has the potential of negatively impacting the military operations, training, testing or power projection missions at Fort Hood.

**ERCOT** means the Electric Reliability Council of Texas, which is the approval body for wind energy facilities in the State of Texas.

**Fort Hood (or the “Installation”)** means the United States Army military base that hosts the III Armored Corps and assigned and tenant units and organizations.

**Incompatible Development (or Potentially Incompatible Development)** means any land use or development project that may negatively impact the long-term sustainability of the military operations, training, testing or power projection missions at Fort Hood or its extraterritorial training areas.

**Joint Land Use Study (or JLUS)** means the 2016 Fort Hood Joint Land Use Study or a superseding study.

**Land Use Opinion** means a written opinion prepared by Fort Hood and CTCOG providing an analysis of the potential compatibility or incompatibility of a proposed land use or development project, or a local government ordinance, plan or rule.

**JUA** means this Joint Use Agreement, or the “Agreement”.

**OE/AAA** means the Obstruction Evaluation / Airport Airspace Analysis branch of the Federal Aviation Administration (FAA).

**Tall Structure** means any building, antenna, tower or similar structure that exceeds the minimum threshold for submission to the OE/AAA branch of the FAA for evaluation as a potential obstruction to aerial navigation.

**United States Army Garrison – Fort Hood** means the military organization charged with administering the daily operations at Fort Hood.

**Western Training Area (or WTA)** means the rotary wing aviation training area utilized by Fort Hood that extends outside of the immediate area around the installation, as represented by the flight corridor maps maintained by the Fort Hood Directorate of Aviation

**Wind Energy Facilities** means facilities used to generate, transport, or distribute electricity derived from wind resources.

## **Part II: PRIMARY POINTS OF CONTACT**

- A.** For the purposes of this Agreement, the officials listed below are designated as the primary “Points of Contact” for each Party. These officials will have primary responsibility for ensuring that the provisions of the JUA are fulfilled, and shall serve as their Party’s representative for the purposes of this Agreement, including negotiating any changes, amendments, or modifications thereto.

### **1. US Army Garrison Fort Hood**

Brian Dosa, (254) 287-5500, email: [brian.l.dosa.civ@mail.mil](mailto:brian.l.dosa.civ@mail.mil)

Kristina Manning, (254) 287-7297, email: [kristina.l.manning.civ@mail.mil](mailto:kristina.l.manning.civ@mail.mil)

### **2. Central Texas Council of Governments**

Carter Thompson, (254) 770-2373, email: [carter.thompson@ctcog.org](mailto:carter.thompson@ctcog.org)

Stu McLennan, (254) 702-3638, email: [jluspm@ctcog.org](mailto:jluspm@ctcog.org)

- B.** A Party may change its Primary Point of Contact or contact information at any time, by providing written notice to the other Party to the JUA, within thirty (30) days of the change.

## **Part III: COMMITMENTS OF THE PARTIES**

Upon entering the JUA, the Parties have agreed to begin or to continue implementation of the following commitments:

- A. US Army Garrison Fort Hood**



## **1. General Coordination and Communication**

- a. Fort Hood will coordinate with CTCOG to establish a formal means of communication between the Parties. Such communication procedure shall be reduced to writing and mutually agreed to by both Parties. At a minimum, the communications procedures shall identify official points of contact for:
  - i. Scheduling official meetings between the Parties;
  - ii. Requesting or transmitting data, plans, reports and studies;
  - iii. Transmitting and receiving land use opinions;
  - iv. Seeking assistance for technical / subject matter expert support;
  - v. Requesting speakers for meetings, events or briefings.

Once adopted, any changes to the communication procedures shall be adopted in writing and agreed to by the Parties.

- b. USAG Fort Hood will continue to participate on the JLUS Policy and Technical Committees, and other regional planning and coordinating bodies, to foster ongoing cooperation between the installation USAG Fort Hood and communities in the region.

## **2. Military Training Impact Data Sharing**

- a. USAG Fort Hood will share data, plans and studies related to military training and operations occurring on the installation and in other areas of concern with CTCOG to ensure that both Parties are aware of the nature and extent of off- post military training impacts, including, but not limited to:
  - i. Aircraft Accident Potential Zones;
  - ii. Military Flight Training Routes and Corridors;
  - iii. Aircraft Noise Zones;
  - iv. Drop Zones;
  - v. Military Airport Imaginary Surfaces;
  - vi. Noise Zones related to Weapons Training.
- b. The Parties shall jointly establish such schedules and protocols as necessary to effectuate the regular update and transfer of such data from USAG Fort Hood to CTCOG.
- c. Nothing in this Agreement shall be interpreted as to require USAG Fort Hood to share or disclose any information that is sensitive, classified, or otherwise restricted from public dissemination.

## **3. Land Use Opinions**

- a. In order to provide local governments in the region with formal analysis of the compatibility of proposed land use decisions or development projects

(including proposed "ordinances, rules and plans" per Section 397.005 of the Texas LGC), Fort Hood will work with CTCOG to analyze such proposals and disseminate the resulting analyses to local governments.

- b. Upon the submittal by CTCOG of a notice of a land use or development proposal within the EAA to USAG Fort Hood by CTCOG, USAG Fort Hood may, at its discretion, provide an opinion to CTCOG on the compatibility of the proposed land use or development project with Fort Hood's operations, training, testing and power projection missions. Any opinion that is given which identifies a potential incompatibility shall state the nature of the incompatibility and the measures or conditions, if any, that may be implemented to mitigate the incompatible nature of the project.
- c. All land use and development project submittals shall follow established communication procedures and be directed to the individual or organization at USAG Fort Hood so designated to receive the submittal. Each submittal by CTCOG shall indicate the timeframe within which it is required for USAG Fort Hood to respond with an opinion. USAG Fort Hood will not be expected or obligated to provide an opinion on any project which allots fewer than ten (10) days for a response, nor shall USAG Fort Hood have an expectation that its opinions will be formally transmitted to the local government making the land use decision if the opinion is provided to CTCOG after the established deadline for its receipt.
- d. While this method of providing opinions on compatible growth matters is the preferred means of coordination, nothing in this Agreement shall be construed as to prohibit Fort Hood from contacting any local government, governmental agency, or other entity directly regarding a land use or development project to discuss the installation's concerns, potential mitigation options, or any other pertinent matter.

#### **4. Technical Support**

In order to promote compatible growth, USAG Fort Hood will endeavor to make subject matter experts available to CTCOG in the region for the purpose of providing advice and input on the preparation of plans and studies as well as to assist in the analysis of land use and development projects that may impact the installation. Such requests for assistance shall be made through the established communication procedure and shall be subject to the availability of Fort Hood personnel to participate in the requested activity.

#### **5. Joint Planning**

USAG Fort Hood will invite CTCOG and any other potentially affected local government in the region to participate in the development of plans and studies related to military training impacts or other matters that may affect off-post areas. At a minimum, such participation shall include notifications that a study is underway, invitations to submit comments on draft studies, and sharing the completed plan or study document with CTCOG. Similarly, USAG Fort Hood will, at the invitation of CTCOG or another local government in the region,



endeavor to similarly participate in the development of plans and studies through the provision of technical support as outlined in Item 4, above. USAG Fort Hood will also extend a standing invitation for a CTCOG representative to attend meetings of the installation Real Property Planning Board.

**6. EAA**

USAG Fort Hood will assist CTCOG in the development of the formal EAA. Following its establishment, Fort Hood will participate in an annual review of the EAA with CTCOG and provide technical input and data to assist in the evaluation.

**7. Command Briefings**

USAG Fort Hood will provide, at least annually, a briefing to CTCOG on the status of activities at Fort Hood, including any past or anticipated changes to the level or location of training activity, and any changes in anticipated off- post impacts.

**8. Public Promotion of Compatible Growth Policies and Programs**

USAG Fort Hood will work with CTCOG to develop information for public dissemination with regard to the USAG Fort Hood's Operational Noise Management Program, the Army Compatible Use Buffer Program, and other matters of public interest with regard to compatible growth in the Fort Hood region.

**B. Central Texas Council of Governments**

**1. Coordination**

- a. CTCOG will coordinate with USAG Fort Hood to establish a formal means of communication between the Parties. Such communication procedure shall be reduced to writing and mutually agreed to by both Parties. At a minimum, the communications procedures shall identify official points of contact for:
  - i. Scheduling official meetings between the Parties;
  - ii. Requesting or transmitting data, plans, reports and studies;
  - iii. Land use opinions;
  - iv. Seeking assistance for technical / subject matter expert support;
  - v. Requesting speakers for meetings, events or briefings.

Once adopted, any changes to the communication procedures shall be adopted in writing and agreed to by the Parties.

- b. CTCOG will seek to establish Memoranda of Agreement with local governments in the region that are within the EAA to enhance the effectiveness of the COG's coordination with USAG Fort Hood. Such agreements will focus on establishing policies and procedures for sharing

data, providing timely notification to CTCOG on land use and development proposals, and the submittal of advisory opinions from CTCOG and USAG Fort Hood to the local government on such proposals. The agreements will also establish procedures for compliance with the statutory provisions of Section 397.005 of the Texas LGC with regard to military coordination on proposed “ordinances, rules and policies” potentially affecting Fort Hood.

- c. CTCOG will coordinate the promotion of compatible growth planning between each of the local governments in the region and USAG Fort Hood. Such coordination shall include, but not be limited to:
  - i. Supporting the ongoing work of the JLUS Policy and Technical Committees;
  - ii. Providing a JLUS Project Manager through at least September 2018 to support coordination activities;
  - iii. Coordinating meetings of affected local governments to discuss matters of regional concern with regard to compatible growth issues around Fort Hood;
  - iv. Serving as the conduit and forum for raising issues of mutual concern regarding compatible growth between Fort Hood and local governments in the region.
- d. CTCOG will endeavor to establish cooperative partnerships with local and regional government agencies outside of the immediate Fort Hood region to promote the sustainability of Fort Hood’s aviation training mission throughout the USAG Fort Hood’s “Western Training Area.”
- e. CTCOG will endeavor to coordinate its activities and work with other communities in Texas that host military installations to develop and promote policies and programs of mutual benefit to the state’s military communities and installations.

## **2. Regional Geographic Information System (GIS) Database**

CTCOG will develop and deploy an online GIS system for use by the Parties and local governments in the region as a tool to identify and track land use and development projects in the EAA. The online GIS system will provide planners and other land use decision-makers in the region with a resource to assist in identifying the nature and extent of military training impacts and identify emerging trends that may affect the sustainability of Fort Hood’s training mission. It is anticipated that this tool will also be made available for public access, in a manner to be jointly determined by Fort Hood and CTCOG, to assist property owners and developers with identifying whether their land use and development proposals are within areas of encroachment concern.

## **3. Land Use Opinions**

- a. CTCOG will establish a system for identifying land use and development



proposals (including proposed “ordinances, rules and plans” per Section 397.005 of the Texas LGC) within the EAA that have the potential to negatively impact the ongoing sustainability of the military training mission at Fort Hood. Upon the identification of a land use or development proposal within the EAA with the potential to negatively impact the long term sustainability of the military training mission at Fort Hood, CTCOG will:

- i. Transmit the development proposal, including any supplemental materials, to the specified point of contact at Fort Hood.
  - ii. In the transmittal, specify the necessary timeframe within which to receive an opinion on the matter from Fort Hood.
  - iii. Prepare an analysis of the proposal's compatibility with USAG Fort Hood's training mission, including any comments received from the USAG Fort Hood.
  - iv. Identify alternative measures or conditions to mitigate adverse impacts, including any measures suggested by USAG Fort Hood, and include those, if any, as potential alternatives in the analysis.
  - v. Transmit the analysis, as an advisory opinion, to the responsible official with the local government for further transmittal to the elected or appointed bodies having decision-making authority on the matter.
  - vi. In cases where a quasi-judicial hearing is required on the land use or development project, CTCOG may transmit a request to Fort Hood for participation in the evidentiary hearing if USAG Fort Hood has found the proposal to be incompatible with its training mission.
  - vii. CTCOG shall retain a digital database of opinions, including the result of the decision or status of the development proposal, and shall track all projects identified as being incompatible that were developed in its internal GIS database for use in future analyses.
- b. Prior to initiating the land use opinion process, CTCOG and USAG Fort Hood shall jointly determine the nature (type, size threshold, etc.) of the proposals that the installation desires to review and establish a formal protocol for transmitting submissions to the designated POC at the installation and the return of opinions to CTCOG.

#### **4. EAA**

Prior to the initiation of the land use opinion process, CTCOG will work with USAG Fort Hood to establish a formal EAA based on the known and anticipated impacts associated with military operations, training, testing and power



projection missions on the installation. On an annual basis, CTCOG will seek input from USAG Fort Hood on the necessity of any updates or changes to the extent of the EAA. Following updates, CTCOG will publish the EAA on its online GIS system and transmit the boundaries of the area to each affected local government in the region for their internal planning purposes and to assist in the notification process for land use opinions.

#### **5. EAA Monitoring**

On an ongoing basis, CTCOG will monitor land use and development activity of all types within the EAA and develop a system for tracking changes in its GIS database. Annually, CTCOG will prepare a report that summarizes the nature and extent of development activity that has occurred within the EAA, including any approved, but pending development proposals, zoning changes, subdivisions, annexations, major infrastructure projects and similar activity. CTCOG will brief the report to the local governments with jurisdiction in the EAA and USAG Fort Hood in a joint meeting each year, preferably coinciding with USAG Fort Hood's annual briefing to CTCOG on military activities at the installation.

#### **6. Wind Energy Facility and Tall Structure Proposal Monitoring**

CTCOG will establish procedures for monitoring applications for wind energy facilities to the Electric Reliability Council of Texas (ERCOT) and applications for tall structures to the Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) branch of the FAA within USAG Fort Hood's aviation operations areas (including the "Western Training Area"). Upon the identification of such an application, CTCOG shall transmit notice to USAG Fort Hood of the application to ensure that the USAG Fort Hood Directorate of Aviation is aware of the proposal. If the application is within the EAA or within the jurisdiction of a local government within the CTCOG region, a formal land use opinion per the JUA will be initiated. If the application is outside of the CTCOG region, but within the USAG Fort Hood's aviation operations area, CTCOG will assist USAG Fort Hood with the transmittal of any concerns about compatibility with aviation operations to the local government having jurisdiction over the area where such proposal is made.

#### **7. Local Government Support for Compatible Growth Policies**

CTCOG will work with local governments in the region whose jurisdictions fall within areas of encroachment concern to amend/update their comprehensive plans to ensure that they contain policies and land use / growth strategies that are compatible with the long-term sustainability of USAG Fort Hood's military missions. CTCOG will also work with local governments in the region to develop a cohesive and consistent set of compatible use zoning regulations (including "Dark Sky regulations", subdivision regulations and zoning ordinances that can be adopted by the individual local governments to support their comprehensive plan policies and strategies with regard to compatible growth around the installation. Compatible growth policy support to local governments will also specifically include the preparation of a new comprehensive plan for the City of Gatesville, which does not have a current planning document, and the preparation of a

small area plan for the area around Hood Army Airfield in cooperation with the City of Killeen and USAG Fort Hood.

#### **9. Public Promotion of Compatible Growth Policies and Programs**

CTCOG will work with USAG Fort Hood to develop information for public dissemination with regard to the installation's Operational Noise Management Program, the Army Compatible Use Buffer Program, and other matters of public interest with regard to compatible growth in the Fort Hood region. CTCOG will work with the media and its local government partners to distribute the information to the public and serve as the regional point of contact for receiving and responding to questions with regard to compatible growth policies and programs.

### **Part IV: MISCELLANEOUS**

#### **A. Nature of the JUA**

This JUA represents the Parties' commitments to the ongoing promotion of compatible growth in the Fort Hood region and joint coordination on such activities. Though not legally binding in a court of law, the Parties have entered into the JUA after discussion and recommendations from the JLUS and each Party intends to pursue their obligations in good faith.

#### **B. Review**

1. At least every twenty-four (24) months, starting from the Effective Date, the Parties will review and make recommendations for modification to the JUA.
2. Review by the Parties should consider, in addition to any other related matters:
  - a. The need for additional encroachment protections as development trends change in the vicinity of Fort Hood;
  - b. Clarification of administrative procedures, the addition of established coordination procedures or similar matters;
  - c. Changes to the Primary Points of Contact;
  - d. Addressing significant changes in USAG Fort Hood's mission;

#### **C. Modification**

Modifications to the JUA shall be valid only when reduced to writing and duly signed by each Party.

#### **D. Withdrawal**

1. After the Effective Date, either Party may withdraw from participation in the JUA, without the consent of the other Party.
2. A Party's withdrawal will be effective upon receipt of written notice by the other Party to the JUA.



3. Following a Party's withdrawal, all commitments of the withdrawing Party as stated in the JUA shall cease, as shall all commitments of the remaining Party to the withdrawing Party.

**E. Severability**

Regardless of whether any provision of the JUA becomes irrelevant or impossible for a Party to perform, the Parties wish the remaining provisions to continue, unless to do so would prevent the accomplishment of the original intent of the JUA as stated in the Recitals.

**F. Duration**

The JUA shall continue in effect indefinitely.

**G. Effective Date**

This JUA is effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on the dates below written.

**Central Texas Council of Governments**

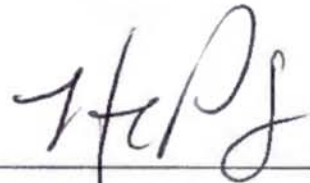


Jim Reed  
Executive Director  
CTCOG

28 Sept 2017

(Date)

**USAG Fort Hood**



Henry C. Perry, Jr.  
Colonel, US Army  
Garrison Commander

2 Nov 17

(Date)