

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEXAS ARMY NATIONAL GUARD  
MARTINDALE ARMY AIRFIELD SAN ANTONIO  
AND  
THE CITY OF SAN ANTONIO  
ESTABLISHING  
MILITARY INFLUENCE AREAS AND NOTIFICATION PROCEDURES**

**AGREEMENT [11-2016- ]  
AGREEMENT NUMBER [FB3072-18059- ]**

This Memorandum of Understanding ("MOU") is entered into between the City of San Antonio, Texas ("CoSA"), a Texas municipal corporation, and the Texas Army National Guard ("TXARNG") (collectively the "Parties").

WHEREAS, the Greater San Antonio Area is one of the fastest growing metropolitan areas in the United States, and the rapidity of growth, if not properly managed, could negatively impact TXARNG missions conducted from Martindale Army Airfield, 5500 I.H. 10 East, San Antonio, TX 78219-4505 if TXARNG mission space, both on land and in the air, is not compatibly and cooperatively managed by the Parties, and

WHEREAS, TXARNG missions conducted from Martindale Army Airfield train TXARNG personnel, conduct TXARNG state and federal operational responsibilities, and support active duty units within Joint Base San Antonio with aviation support, and

WHEREAS, Department of Defense Instruction ("DoDI") 3030.3, dated July 13, 2004, subject *Joint Land Use Study Program*; DoDI 4165.57 dated May 2, 2011, subject *Air Installation Compatible Use Zones (AICUZ)*; DoDI 4715.24, dated November 9, 2016, titled *Readiness and Environmental Protection Integration (REPI) Program and Encroachment Management*; Army Regulation 200-1, Chp 14 Operational Noise, require the military to work collaboratively with state and local government on compatible land use and encroachment prevention initiatives associated with land uses and land use changes that could negatively impact military operations and military operational air space, and

WHEREAS, Title 12, Chapter 397 of the Texas Local Government Code requires municipalities to notify local military installations of proposed ordinances, rules, or plan changes to help determine their compatibility with ongoing military missions, and provides additional authorities for military airfields, and

WHEREAS, on August 7, 2008, CoSA approved a strategy to address, support, and protect Camp Bullis (hereinafter "JBSA-Camp Bullis") and Camp Stanley, which was updated in April 2018,

## FINAL DRAFT

and

WHEREAS, on November 3, 2011, CoSA approved a strategy to address, support, and protect Lackland AFB, that included Lackland Training Annex and Kelly Field Annex (hereinafter “JBSA-Lackland”), and

WHEREAS, the purpose of this MOU is to establish notification policies and procedures for TXARNG’s Martindale Army Airfield similar to what was previously approved for JBSA and set forth in an MOU title *MEMORANDUM OF UNDERSTANDING BETWEEN FORT SAM HOUSTON, TEXAS AND CITY OF SAN ANTONIO, TEXAS*, dated December 9, 2008; and an MOU title *MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES AIR FORCE 502d AIR BASE WING AND THE CITY OF SAN ANTONIO*, dated May 31, 2011 and updated April 10, 2018, to extend similar policies and procedures to TXARNG’s Martindale Army Airfield located within the designated Military Influence Area (“MIA”) as depicted in Exhibit A (one-half of a mile outside the flight pattern box that Martindale flies to include all properties on the interior of the box flight pattern) and

NOW THEREFORE, the Parties mutually agree as follows, to wit:

### I. Military Influence Area

The following Military Influence Area (MIA) is established for Martindale Army Airfield:

The Martindale Army Airfield MIA is that area within one-half mile (1/2) mile of the box pattern flown around the airfield (to include all properties on the interior of the box flight pattern, as currently depicted by and referred to as Exhibit “A”).

Should CoSA lose or gain jurisdiction over any territory that falls within any MIA as established herein, CoSA shall communicate said loss or gain to TXARNG.

### II. Notification Procedures.

The preferred method of transmitting notifications and submitting responses between the Parties is email. To TXARNG at: [SanAntonio\\_Martindale-CoSA\\_Notification@cfmo.mil.texas.gov](mailto:SanAntonio_Martindale-CoSA_Notification@cfmo.mil.texas.gov) with cc to USAF at: [usaf.jbsa.502-abw.mbx.502-abw-community-initiatives@mail.mil](mailto:usaf.jbsa.502-abw.mbx.502-abw-community-initiatives@mail.mil), and to CoSA Development Services Department at: [Land.Development@sanantonio.gov](mailto:Land.Development@sanantonio.gov). If the USAF (JBSA) elects to submit a separate comment, it will follow the procedures set forth in the *MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE AIR FORCE 502d AIR BASE WING, JOINT BASE SAN ANTONIO AND THE CITY OF SAN ANTONIO MODIFYING AND ESTABLISHING MILITARY INFLUENCE AREAS AND NOTIFICATION PROCEDURES AGREEMENT [11-2016-001] AGREEMENT NUMBER [FB3072-18059-125]*, April 10, 2018.

Upon a determination by CoSA staff that a development application is administratively complete, CoSA staff will notify the Mayor, City Manager, and the City Council Member in whose district the proposed development is located. For development projects located within CoSA Extraterritorial Jurisdiction (hereinafter “ETJ”), CoSA staff will notify the closest affected City Council District Offices.

## FINAL DRAFT

CoSA Staff will provide all administratively complete development notifications to the Mayor, City Manager, and City Council Members not less than one full work day prior to providing any notice hereunder to TXARNG and the CoSA Office of Military and Veterans Affairs.

Development applications subject to this MOU include, but are not necessarily limited to:

1. Requests for land use plan amendments
2. Requests for major thoroughfare plan amendments\*
3. Requests for Zoning and Rezoning of property
4. Zoning Text Amendments
5. Requests for a Zoning Variance or Special Exception
  - i. Zoning Variances or Special Exceptions for which notification shall be required are limited to requests related to Tree Preservation requirements, landscaping requirements, MLOD requirements, MSAO requirements, MAOZ requirements, and AHOD requirements
6. Subdivision Plats (Major and Minor)
7. Master Development Plans (MDPs)
8. Planned Unit Development (PUDs)
9. Preliminary Development Meetings
10. Local Government Code, Chapter 245 Determinations
11. Annexations\*\*
12. Municipal and ETJ Boundary Adjustments\*\*
13. Requests to Incorporate within the ETJ\*\*
14. Agreements for Services In-Lieu of Annexation and/or Non-annexation agreements\*\*

\*These development applications and notification responsibilities will be coordinated by the City of San Antonio Transportation and Capital Improvements Department.

\*\* These development applications and notification responsibilities will be coordinated by the City of San Antonio Department of Planning.

All other applications will be coordinated by the City of San Antonio Development Services Department.

From the date COSA transmits an administratively complete development application notice to TXARNG, the TXARNG should provide an official response, if any, within five (5) work days for minor plats and within ten (10) work days for all other applications identifying TXARNG concerns.

The Parties agree that TXARNG responses are advisory only and CoSA, at its sole election, may request but cannot require applicants to comply with TXARNG recommendations that CoSA does not have the legal authority to enforce.

### III. Communication and Training

- CoSA Departments will educate staff on the strategies and procedures described within this MOU as well as the importance of this MOU.

- Development applications and processes will be amended to reflect new coordination efforts between CoSA and TXARNG.
- CoSA Departments will post maps online recognizing the TXARNG MIA.
- Standard Operating Procedures will be modified to include the TXARNG MIA development application notification plan.
- Staff assigned to send notifications to the applicable agencies will be instructed to copy their supervisors and managers on e-mail notifications.

#### **IV. Planning Commission**

TXARNG will timely provide written comments to CoSA in accordance with the MOU.

To facilitate resolution of military concerns, TXARNG staff may coordinate directly with applicants, but TXARNG must keep CoSA informed, and provide CoSA written comments on resolved and unresolved concerns.

Applicants should normally provide a written response to TXARNG written comments.

CoSA staff will indicate to applicants that ARNG comments are recommendations and shall not impede or interrupt standard timelines for development applications in accordance with the Unified Development Code.

#### **V. Development Application Reviews**

TXARNG will timely provide written comments to CoSA in accordance with this MOU.

CoSA, at its sole discretion, may coordinate TXARNG comments with applicants for potential resolution.

Applicants should normally provide a written response to TXARNG comments.

CoSA staff will indicate to applicants that TXARNG comments are a recommendation and shall not impede or interrupt standard timelines for development applications in accordance with the Unified Development Code.

#### **VI. Modifications**

This MOU may be modified upon the mutual written consent of both Parties. Modifications must be signed by the original signatories to this MOU, or their designees or successors. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

**VII. POINTS OF CONTACT**

The Parties will designate a single point of contact that will have responsibility and authority to coordinate and execute the provisions of this MOU. POCs will serve as liaisons and have full authority to coordinate with their counterparts to ensure successful execution of this MOU.

TXARNG:

[SanAntonio\\_Martindale-CoSA\\_Notification@cfmo.mil.texas.gov](mailto:SanAntonio_Martindale-CoSA_Notification@cfmo.mil.texas.gov)

USAF:

502 ABW Community Initiatives

[usaf.jbsa.502-abw.mbx.502-abw-community-initiatives@mail.mil](mailto:usaf.jbsa.502-abw.mbx.502-abw-community-initiatives@mail.mil)

CoSA:

San Antonio Development Services Department

[Land.Development@sanantonio.gov](mailto:Land.Development@sanantonio.gov)

This MOU is executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2018.

This MOU is effective on date signed above and will expire 9 years from that date.

Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

**FINAL DRAFT**

It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

**CITY OF SAN ANTONIO**

By: \_\_\_\_\_

Name: Sheryl Sculley

Title: City Manager

**TEXAS ARMY NATIONAL GUARD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Rank: \_\_\_\_\_, TXARNG

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: Andrew Segovia

Title: CoSA City Attorney



Exhibit A

