# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**

Council Bill 2019-615: authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS"), Missouri Prairie Foundation ("MPF"), and the City of Joplin ("City"). The Trustees enter into this MOU in recognition of their common interests in park lands held by the City of Joplin, Missouri. It is the intent of all parties to restore these areas for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

**MEETING DATE**

July 1, 2019

**ORIGINATING DEPT**

Parks

**ATTACHMENTS**

CB2019-615 Ordinance; Exhibit A: City of Joplin, U.S. Fish & Wildlife Service and Missouri Prairie Foundation MOU; Exhibit B: Map of park areas to be utilitized

**REVIEWED BY**

Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

**SUMMARY**

This Council Bill authorizes the City of Joplin to enter into an MOU with the U.S. Fish & Wildlife Service and the Missouri Prairie Foundation to restore and establish native prairie habitat on park lands held by the City of Joplin.

**BACKGROUND**

In 2014, the City, USFWS, and MPF entered into an agreement to manage and improve what is now called, the Joplin Prairie. In that agreement the property was transformed into a prairie grass, wild flowers and a nature preservation area.

Council Bill 2019-615 authorizes the City to enter into a similar agreement with USFWS and MPF to manage and improve certain park lands, which are outlined in Exhibited B.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Staff recommends approval of this council bill on first reading.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the U.S. Fish & Wildlife Service ("USFWS"), Missouri Prairie Foundation ("MPF"), and the City of Joplin ("City"). The Trustees enter into this MOU in recognition of their common interests in park lands held by the City of Joplin, Missouri. It is the intent of all parties to restore these areas for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

W I T N E S S E T H:

WHEREAS, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and its implementing regulations provide the authority to use recovered natural resource damages to restore, replace, rehabilitate or acquire the equivalent of the natural resources that have been injured, in accordance with a Springfield Plateau Regional Restoration Plan, and as more fully described in the Joplin Parks Project Restoration Plan (the "Joplin Parks RP"), attached hereto and incorporated by reference as Exhibit "A";

WHEREAS, The Springfield Plateau Regional Restoration Plan provides for restoration of native prairie habitat;

WHEREAS, The Joplin Parks RP identifies the project described in this MOU to restore native prairie habitat on park lands held by the City of Joplin;

WHEREAS, the planting of native wildflowers and grasses would improve the ecological functions on these areas for the benefit of migratory birds, monarch butterflies and other pollinators, and a diversity of wildlife species;

WHEREAS, The Missouri Prairie Foundation, in conjunction with the U.S. Fish and Wildlife Service, will manage and improve park property into a prairie grass, wild flower and nature preservation area for a ten (10) year period from the date of the signing of the first financial instrument, attached hereto and incorporated by reference as Exhibit "B". The City of Joplin will manage the property for the purpose of natural resource restoration and protection through periodic mowing under direction of USFWS.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term. This Agreement shall automatically terminate ten (10) years from the date of signing of the first financial instrument by the City of Joplin. USFWS and MPF will execute and deliver to City a deed terminating any and all conservation easements granted to USFWS or MPF by City pursuant to the terms of this Agreement within ninety (90) days of termination.

2. Funding. The USFWS will provide initial funds to MPF and the City of Joplin for restoration actions during a five-year period in two separate financial instruments. After the five-year restoration phase, funding for the ensuing five-year maintenance phase will be provided by a USFWS financial instrument. The intended purpose of the maintenance phase is to maintain or improve the quality of prairie habitat established at the end of the restoration phase.

3. Compensation. In the event the City of Joplin or its agents takes action to prevent the use of the restored areas as prairie habitat or allows for the construction of structures on the restored areas, the City will either restore an equal amount of area elsewhere on City-owned property in a timely manner, or will compensate the USFWS for the funds expended on that particular portion. During the term of this Agreement, City's liability shall not exceed the budget described in the Joplin Parks RP, which is ten thousand three hundred seventy-one and 00/100 Dollars ($10,371.00). After termination of this Agreement, City shall have no liability whatsoever.

4. Partner actions. The MPF and the USFWS will have the exclusive right to establish, restore, develop and maintain the real estate as a prairie grassland habitat and nature area, using native grasses and plants, in accordance with the SPRRP and more fully described in the Joplin Parks RP. The USFWS shall have access to the property for these purposes. The exact scope of work for the restoration plan will be contained in a financial instrument to be written by the USFWS. In general, the city of Joplin will be responsible for periodic prescribed mowing of the areas, MPF will be responsible for seeding, spraying, and burning the areas, and the USFWS will conduct wildlife monitoring of the area

5. Miscellaneous.

A. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

C. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by all parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation ("CITY")

_____ _____
Dan Pekarek Date
Interim City Manager

MISSOURI PRAIRIE FOUNDATION ("MPF")

_____ _____
Carol Davit, Date
Executive Director

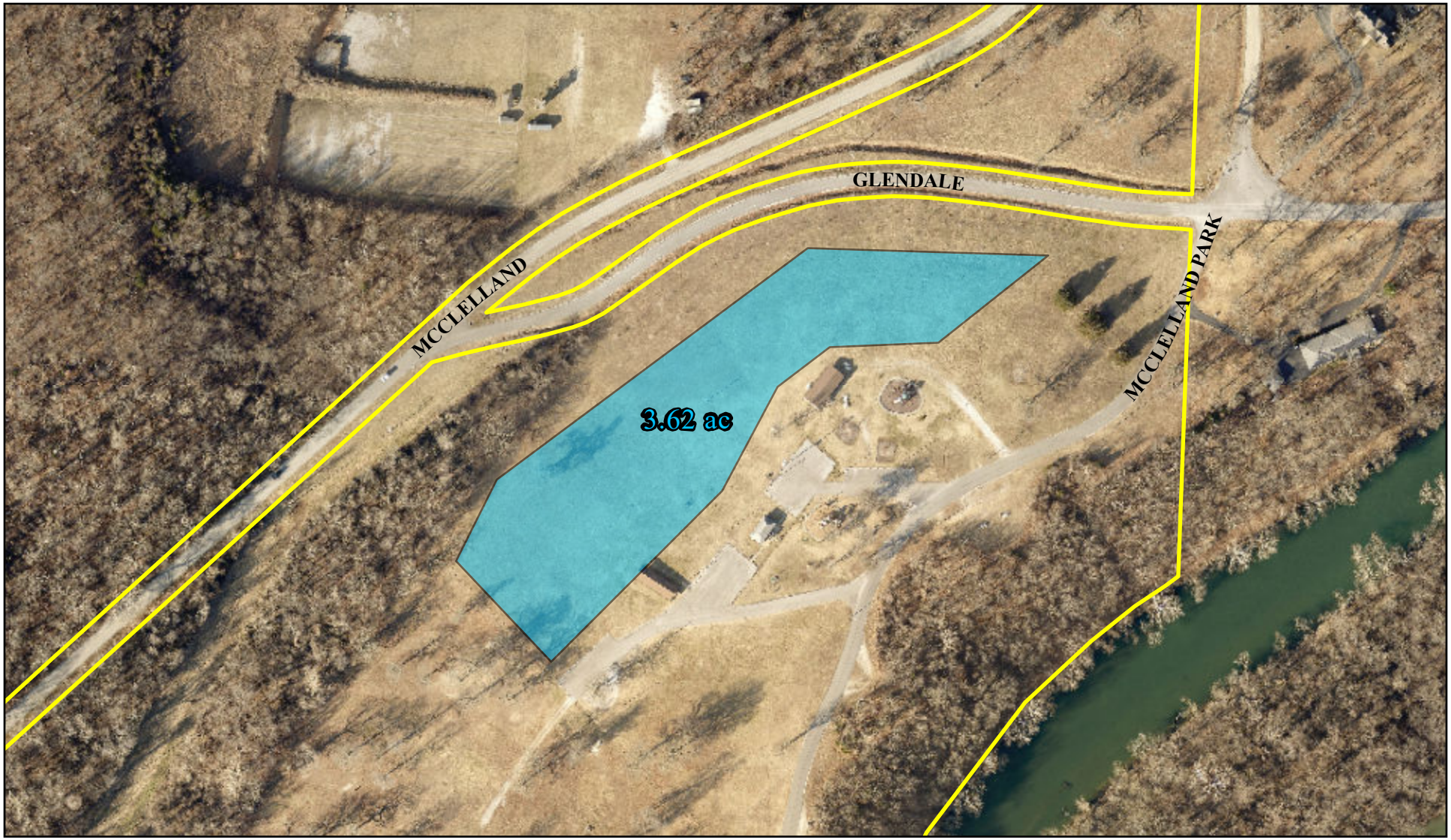
U.S. DEPARTMENT OF THE INTERIOR ("USFWS")

_____ _____
, Date
Authorized Official
Regional Director, Region 2, U.S. Fish & Wildlife Service

Scale 1:2,500

# Mcclelland Park Segment

Joplin, MO




Legend

Park Segment

Park

Scale 1:2,500

200 100 0 200 400 Feet

N

W E

S

Disclaimer:
This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is a compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the are shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Date: 06/24/2019

Scale 1:2,500

# Mercy Park Segment

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N

W E

S

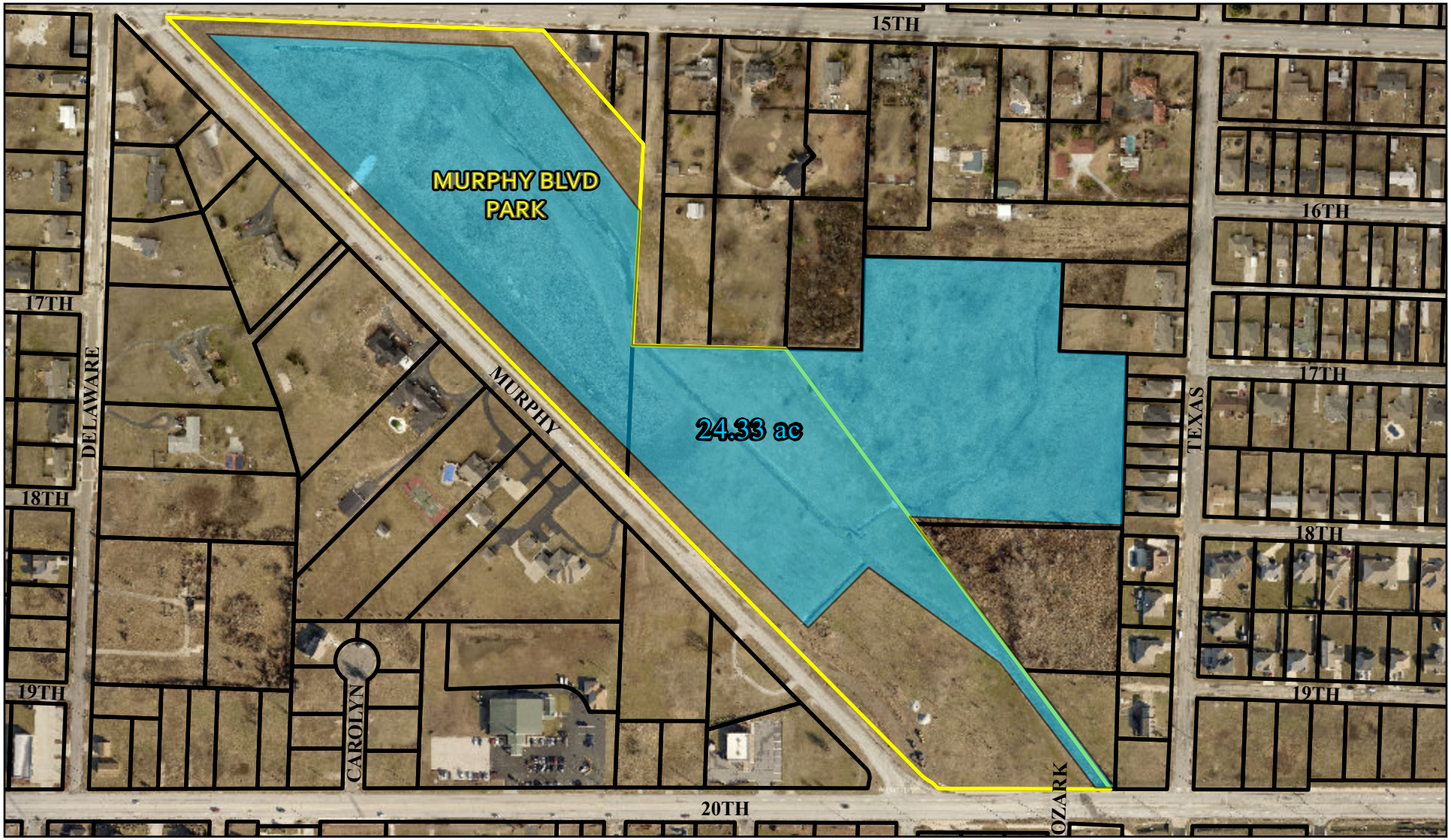
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Date: 06/24/2019

Scale 1:4,000

# Murphy Blvd Park Segment

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:4,000

300 150 0 300 600 Feet

N

W E

S

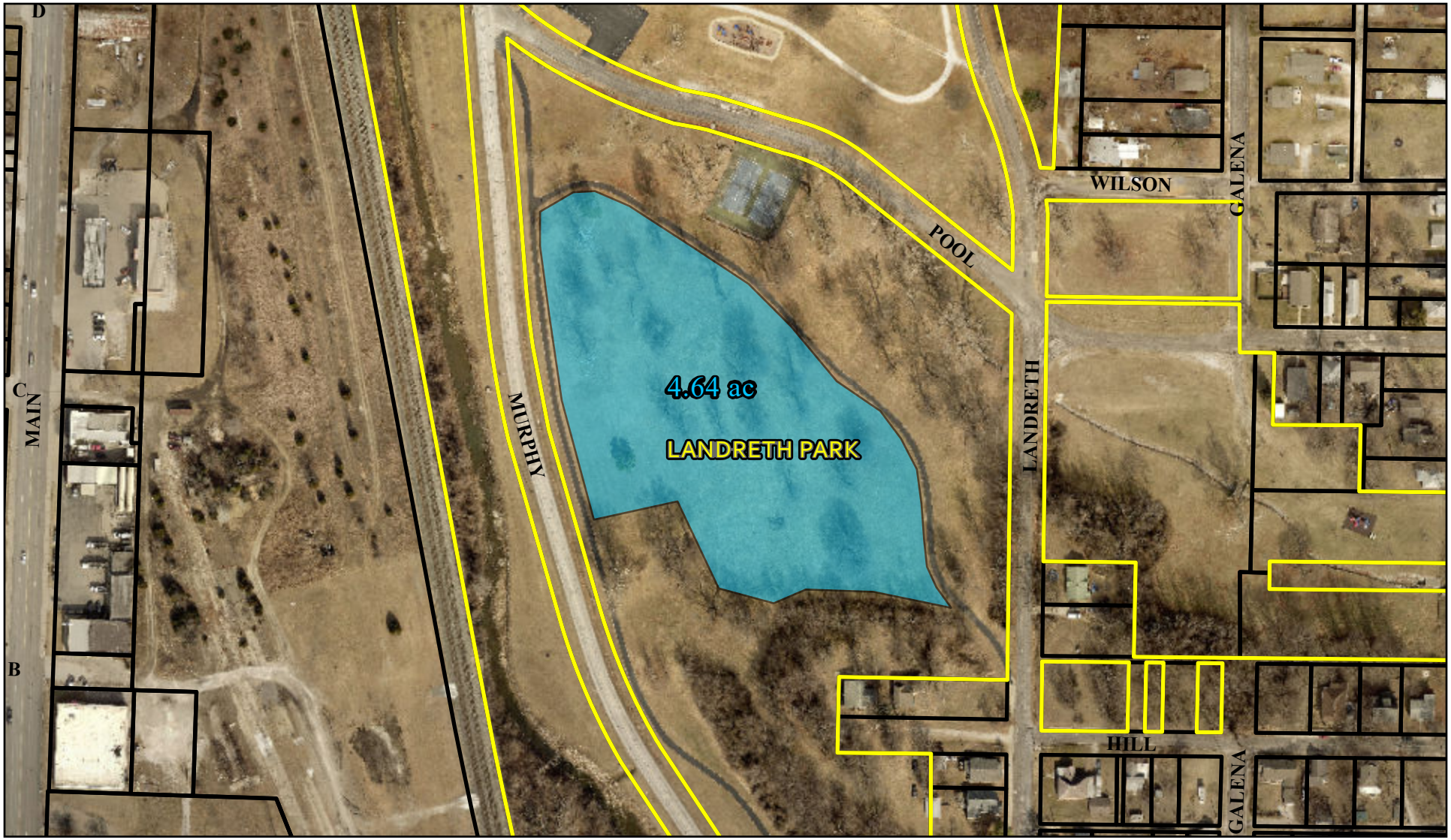
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Date: 06/24/2019

Scale 1:2,500

# North Landreth Park Segment

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N
W E
S

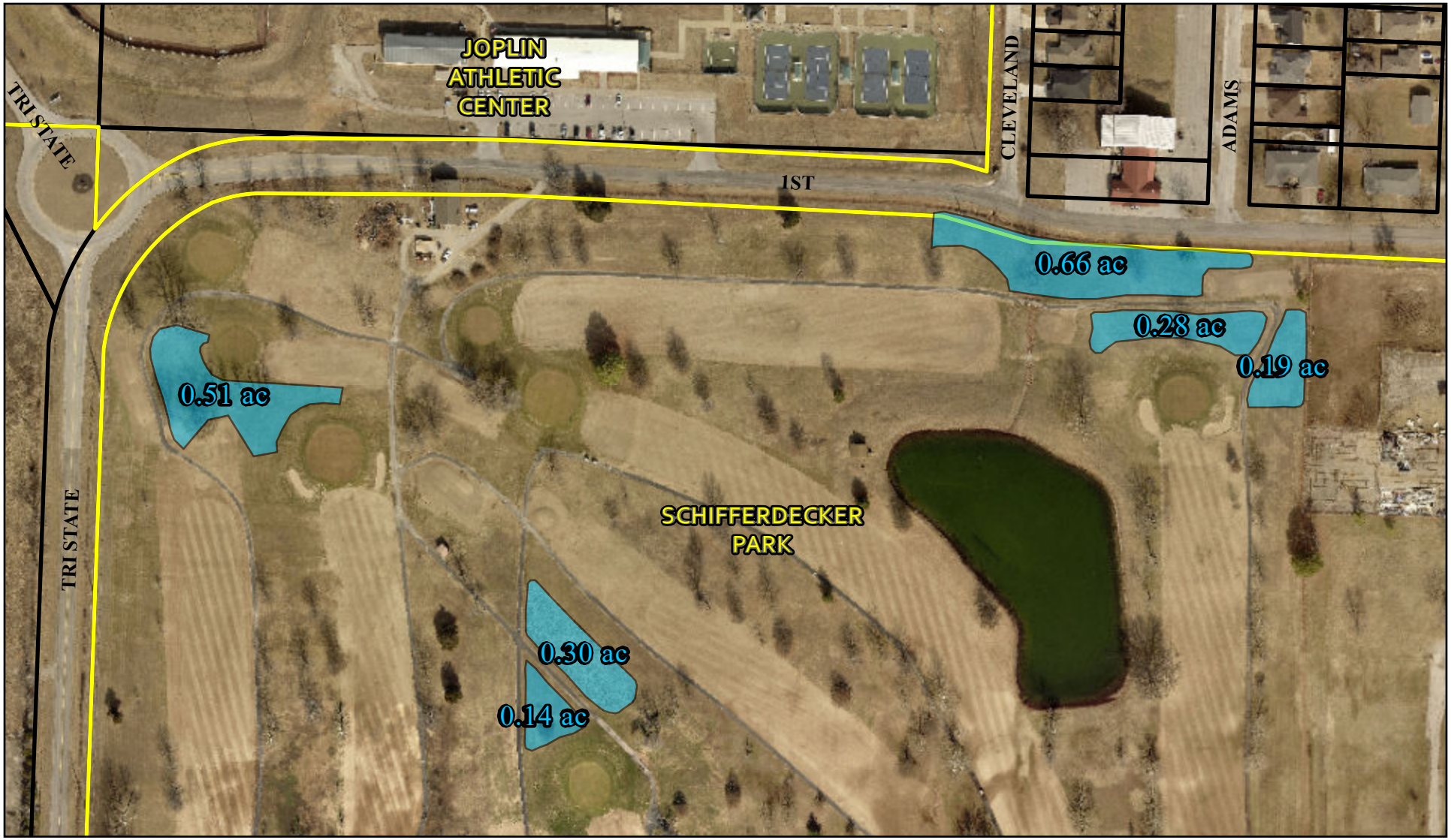
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Date: 06/24/2019

Scale 1:2,500

# Schifferdecker Park Northern Segments

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N
W E
S

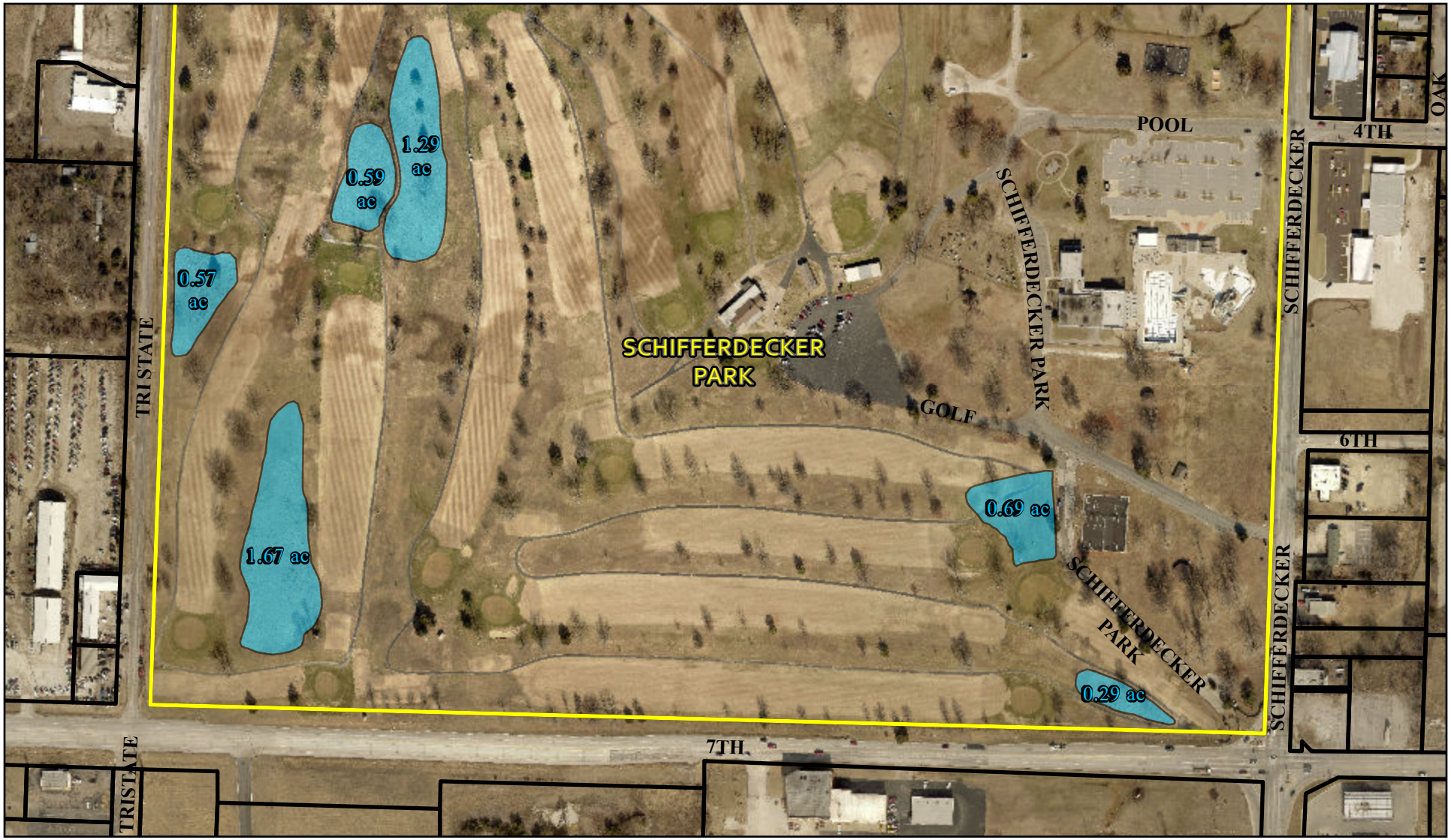
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Date: 06/24/2019

# Schifferdecker Park Southern Segments

Scale 1:4,000

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:4,000

300 150 0 300 600 Feet

N

W E

S

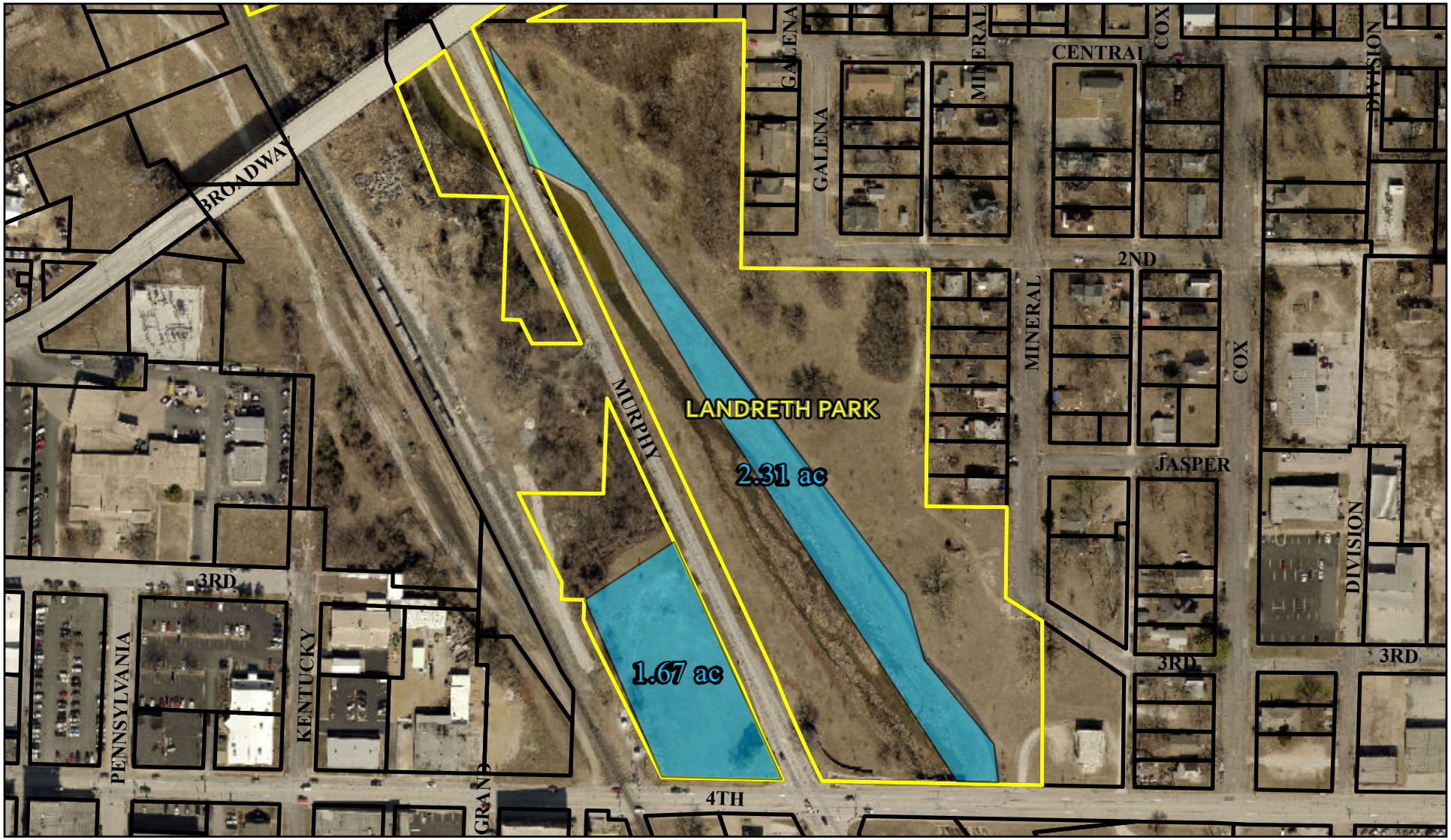
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Date: 06/24/2019

Scale 1:3,000

# South Landreth Park Segments

Joplin, MO




Legend

- Park Segment
- Park
- Parcel

Scale 1:3,000

300 150 0 300 600 Feet

N

W E

S

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Date: 06/24/2019

COUNCIL BILL NO. 2019-615 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS") and Missouri Prairie Foundation, a Missouri Non-Profit Corporation ("MPF"), for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the memorandum of understanding with the U.S. Fish & Wildlife Service and Missouri Prairie Foundation for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the Interim City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney