

BILL NO. 2017-023

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MISSOURI NATIONAL GUARD FOR MILITARY PLANNING AND COORDINATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The Memorandum of Understanding attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation between the City of Nevada and the Missouri National Guard.

Section 2. The City Manager is hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri.

This ordinance shall be in full force and effect after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this ___ day of _____ 2017.

Brian L. Leonard, Mayor

(seal)
ATTEST

Johnna Williams, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR
MILITARY PLANNING & COORDINATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the Missouri National Guard/Camp Clark National Guard Training Center, Vernon County, the City of Nevada, Kaysinger Basin Regional Planning Commission, Nevada/Vernon County Chamber of Commerce, Consolidated Public Water Supply District #1 of Vernon County, Missouri Military Preparedness and Enhancement Commission, and Missouri Department of Transportation (collectively referred to as the “Parties”) for the purpose of encouraging compatible growth and land use coordination in the vicinity of the training areas associated with Camp Clark.

RECITALS

WHEREAS, Camp Clark, the community, and local jurisdictions have historically cooperated to ensure the sustainability of the ongoing mission of Camp Clark and the preservation of constitutionally protected property rights of landowners throughout the area; and

WHEREAS, the ongoing presence and operation of Camp Clark is critical to the nation’s defense, the protection and well-being of the citizens of Missouri, and to the common good of Southwestern Missouri; and

WHEREAS, according to the *Missouri National Guard: 2016 Annual Report*, Camp Clark creates approximately \$4.48 million annually in local economic impact, which greatly benefits the area’s economy; and

WHEREAS, the Parties to this MOU wish to accommodate Camp Clark’s mission and protect the quality of life of the surrounding community; and

WHEREAS, a Joint Land Use Study, completed in October 2014 (“2014 JLUS”), identified a lack of regulatory barriers to incompatible development in Vernon County and the City of Nevada; and

WHEREAS, the 2014 JLUS recognized that incompatible land uses within designated impact areas in the vicinity of Camp Clark may impede the mission of Camp Clark and threaten the safety of base personnel and citizens; and

WHEREAS, the 2014 JLUS recommended formalization of the coordination mechanisms for ensuring compatible development by and between Camp Clark and surrounding properties; and

WHEREAS, the Parties wish to take certain steps to ensure the continued compatibility between Camp Clark and land uses occurring in the vicinity of Camp Clark; and

WHEREAS, the Parties wish to adopt a Memorandum of Understanding in order to formalize the procedures guiding coordination, as recommended by the 2014 JLUS; and

WHEREAS, it is the intent of the Parties that all land use decision-making powers, lawfully delegated to the local governments by the Missouri Legislature, 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 Missouri and federal laws and constitutions;

THEREFORE, the Parties voluntarily enter into this MOU for the purpose of encouraging compatible land uses and Party coordination in the vicinity of the training areas associated with Camp Clark.

Part I: DEFINITIONS

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

Camp Clark means Camp Clark National Guard Training Center.

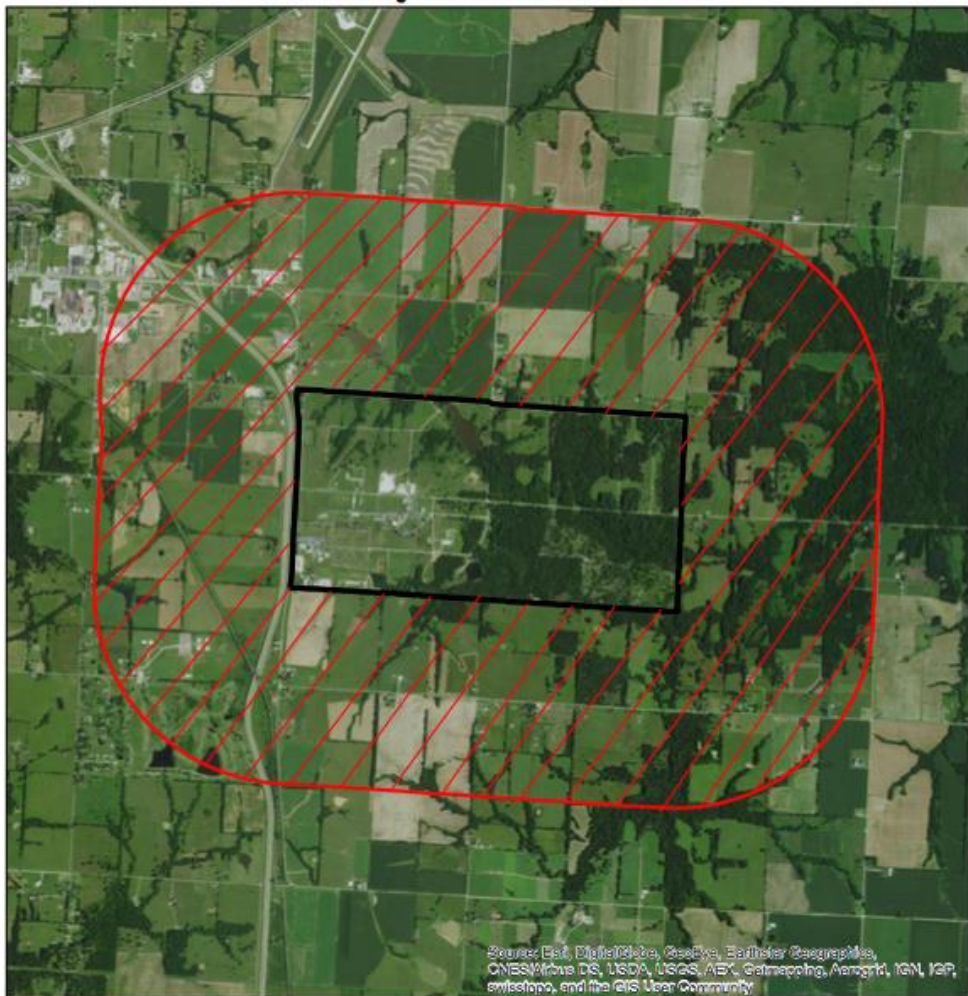
Increased Military Impacts means sound, vibration, traffic, or other off-post impacts, which are greater than those typically experienced by the community, and which may result from training operations and activities at Camp Clark over and above those that existed as of the Effective Date of the MOU. "Increased Military Impacts" may result from, among other things, changes to fence line brush clearing, changes to the type of artillery used, changes to the location of firing ranges, changes to the gate location, changes to quantity distance arcs or other off-post safety zones, and changes to the public use policies.

Joint Land Use Study or 2014 JLUS means the Camp Clark Joint Land Use Study, administered by the Kaysinger Basin Regional Planning Commission, dated October 22, 2014.



Local Government Parties means Vernon County and the City of Nevada.

Military Influence Area means the civilian lands within one mile of Camp Clark, which are most likely to experience the impacts of National Guard training operations and most likely to have an impact on Camp Clark operations. The Military Influence Area is indicated on the following map.

Camp Clark Military Influence Area



Legend

-  Camp Clark Installation Boundary
-  Camp Clark Military Influence Area



Date: 11/2/2016

Military Planning Coordinator means the executive director of the Kaysinger Basin Regional Planning Commission, or his or her designee, who will facilitate coordination between the Parties on matters set forth in this MOU.

MPC Website means the Military Planning and Coordination Website established pursuant to the provisions of this MOU.

Potential Incompatible Developments means civilian land uses or structures, which, based on their nature and location, may impact or be impacted by the training mission of Camp Clark.

Written Notice means an electronic or hardcopy communication by and between the Parties to this MOU and/or the Military Planning Coordinator.

Part II: POINTS OF CONTACT

- A. For purposes of coordination among the Parties, the Military Planning Coordinator will maintain a list of designated “Points of Contact” for each Party. These officials will ensure the provisions of the MOU are met and, when the involvement of others within their organization is useful, will coordinate with those persons as needed.
- B. A Party may change its Point of Contact or contact information at any time, by providing Written Notice to the Military Planning Coordinator, within thirty (30) days of the change.
- C. Changes to Points of Contact and contact information do not require an amendment to the MOU, but will be maintained by the Military Planning Coordinator.

Part III: COMMITMENTS OF THE PARTIES

Within six months of entering the MOU, the Parties agree to begin or continue implementation of the following ongoing coordination commitments:

A. All Parties

1. *Duties*

- a. The Parties will discuss any land use applications, changes, or trends anticipated within the Military Influence Area that could impact the use and enjoyment of off-post lands or that could negatively impact operations and training at Camp Clark.

- b. The Parties will monitor land use trends within the Military Influence Area and advise the other Parties to this MOU if additional actions, policies, strategies, outreach materials, or other steps are needed to maintain land use compatibility within the Military Influence Area.
- c. Based on the input of the Parties, the Military Planning Coordinator and the Kaysinger Basin Regional Planning Commission will maintain the MPC Website and its content.

2. Meetings

- a. The Parties will meet at least twice each year on dates agreed to by the Points of Contact. If there is consensus among the Points of Contact that one of these meetings is not needed, the Military Planning Coordinator will advise the Points of Contact accordingly and no meeting will be held.
- b. However, if the need arises, any Point of Contact may request a meeting of Parties based on changes in land use, Increased Military Impacts, shifts in land use trends, or other land use matters related to compatibility between Camp Clark operations and land uses within or affecting the Camp Clark Military Influence Area. The Point of Contact requesting the meeting will provide Written Notice of such request to all Points of Contact. Once such a request is received from a Party, the Military Planning Coordinator will contact the Points of Contact and arrange for the meeting.

B. Camp Clark

1. *Increased Military Impacts.*

- a. Camp Clark will give 90-days Written Notice to the other Point of Contact for each of the Parties to this MOU of known Increased Military Impacts. Written Notice will include:
 - i. A description of the nature of the anticipated Increased Military Impacts;
 - ii. The anticipated date that the Increased Military Impacts will begin and, if temporary in nature, the anticipated date of their termination;
 - iii. If available and subject to public review, a map showing any documented off-posts impacts anticipated to result from the Increased Military Impacts;
 - iv. A means and timeframe within which to provide comments or to undertake coordination with the Camp Clark Point of Contact or

Missouri National Guard, as applicable, with respect to any potential impacts on a Party resulting from anticipated Increased Military Impacts; and

- v. Any other information Camp Clark deems relevant to the other Parties' consideration of the anticipated Increased Military Impacts and interests.
- b. If Camp Clark becomes aware of potential Increased Military Impacts less than 90 days prior to their anticipated occurrence, Camp Clark will give Written Notice to the other Parties as soon as is reasonably possible.
- c. Camp Clark is not expected to give notice of any Increased Military Impacts when to do so would require disclosure of information it deems classified or sensitive or otherwise would affect the safety of soldiers training at Camp Clark.

2. Other Responsibilities

- a. The Camp Clark Base Operations Supervisor will, at least twice per year, be available to provide written or oral updates to the Nevada City Council and Vernon County Commissioners concerning the status of Camp Clark. At any time, however, the Local Government Parties may request a meeting with or report from Camp Clark to discuss matters related to land use within or impacting the Camp Clark Military Influence Area.
- b. Camp Clark will notify the Local Government Parties, the Military Planning Coordinator, and any other potentially eligible applicant of funding for easement acquisition through the Department of Defense Readiness and Environmental Protection Integration Program or other military program.

C. Local Government Parties

1. Capital Improvement Projects

- a. The Local Government Parties will provide notice to Camp Clark whenever their respective legislative body considers construction of growth-inducing capital improvement projects located within the Military Influence Area.
- b. For purposes of this MOU, growth-inducing infrastructure means construction of roads, new road capacity, and the extension of sanitary sewer or water lines within the Military Influence Area.
- c. The Local Government Parties will consider the input of other Parties and Camp Clark, when provided, prior to any final decisions related to the

construction of growth-inducing capital improvement projects within the Military Influence Area.

2. *Potential Incompatible Developments*

- a. Local Government Parties will coordinate with Camp Clark as to any Potential Incompatible Developments planned within their respective jurisdictions, of which they are aware, whether or not official action by a Local Government Party is required.
- b. In its Comprehensive Plan, the City of Nevada sets forth policies for coordinating with Camp Clark on certain development approvals and amendments to zoning, Comprehensive Plans, and municipal boundaries. The City will consider such policies prior to final decisions affecting land use in the Military Influence Area.

3. *Vernon County*

- a. Vernon County will make available on its website voluntary Military Awareness Statements for use in conjunction with sale or rental of properties located in the Military Influence Area or a link to the MPC Website containing this information.
- b. Vernon County will consider the input of the Parties and Camp Clark, when provided, as to land use matters impacting operations and training in the Military Influence Area.

4. *City of Nevada*

- a. The City of Nevada will make available on its website voluntary Military Awareness Statements for use in conjunction with sale or rental of properties located in the Military Influence Area or a link to the MPC Website containing this information.
- b. The City of Nevada will consider the input of the Parties and Camp Clark, when provided, as to land use matters impacting operations and training in the Military Influence Area.

D. Other Parties

1. *Nevada/Vernon County Chamber of Commerce (NVCCC)*

- a. The NVCCC will assemble a Military Affairs Committee, the purpose of which is to help support business and economic development interests related to Camp Clark.

- b. The NVCCC will make available on its website voluntary Military Awareness Statements for use in conjunction with sale or rental of properties located in the Military Influence Area or a link to the MPC Website containing this information.

2. Consolidated Public Water Supply District #1 of Vernon County (CPWSD)

- a. The CPWSD will provide notice to Camp Clark whenever it considers construction of new water main lines or other major improvements to or expansions of water infrastructure within the Military Influence Area.
- b. The CPWSD will consider the input of the Parties and Camp Clark, when provided, prior to its final decision to construct new water main lines or other major improvements to or expansions of water infrastructure within the Military Influence Area.

3. Missouri Military Preparedness and Enhancement Commission (MPEC)

The MPEC will, as needed, provide written or oral updates to the Nevada City Council and Vernon County Commissioners concerning MPEC activities statewide that could impact military sustainability and military value efforts related to Camp Clark.

4. Missouri Department of Transportation (MoDOT)

- a. MoDOT will provide notice to Camp Clark whenever it considers construction of new roads or the creation of additional road capacity within the Military Influence Area.
- b. MoDOT will consider the input of the Parties and Camp Clark, when provided, prior to its final decision to construct new roads or to create additional road capacity within the Military Influence Area.

E. Public Outreach Military Planning and Coordination (MPC) Website

1. Establishment

- a. The Parties will assist the Kaysinger Basin Regional Planning Commission staff in the maintenance of the Military Planning and Coordination Website.
- b. The MPC Website will be hosted by the Kaysinger Basin Regional Planning Commission either on its existing website or as a separate website.

2. Content

- a. The MPC Website will provide information pertaining to the Parties, including contact information for its Points of Contact for the purpose of

- making designated officials available to citizens with questions related to land use within the Military Influence Area or related to operations and training at Camp Clark.
- b. The MPC Website will provide access to the following documents for use by the public:
- i. The 2014 JLUS;
 - ii. Voluntary Military Awareness Statement for use in conjunction with sale or rental of properties located in the Military Influence Area;
 - iii. A description of applicable City of Nevada Comprehensive Plan policies related to development within the Military Influence Area;
 - iv. The Camp Clark Compatibility and Coordination Area (CCA) Guidelines for Vernon County, including voluntary guidelines for reducing outdoor lighting impacts on Camp Clark and reducing noise and vibration impacts from national guard training on Camp Clark;
 - v. A copy of this MOU;
 - vi. Informational brochures concerning the Military Influence Area; and
 - vii. Camp Clark Public Use Statement and associated forms.
- c. The MPC Website will provide information concerning land and easement acquisition opportunities through the Department of Defense Readiness and Environmental Protection Integration Program, Army Compatible Use Buffer Program, and any available United States Department of Agriculture (USDA) easement programs appropriate for the region.
- d. The MPC Website will provide any other information deemed relevant by the Parties.

Part VI: MISCELLANEOUS

A. Nature of the MOU

This MOU reflects a commitment of the Parties to maintain a dialogue and to coordinate on land use activities on and in the vicinity of Camp Clark in a formalized manner. The Parties recognize the MOU is not legally-binding and cannot be enforced by court action; however, each Party intends to pursue its obligations in good faith.

B. Review

1. If deemed advisable by the Military Planning Coordinator or a Party to the MOU, the Parties' Points of Contact will review and make recommendations for modifications to the MOU.
2. Review by the Parties should consider, in addition to any other related matters:
 - a. the need for additional encroachment protections if development trends change or intensify in the vicinity of Camp Clark;
 - b. clarification of administrative procedures;
 - c. addressing significant changes in Camp Clark missions, or to pursue mitigation funding if or when it becomes available;
 - d. the need for additional studies; and
 - e. the need to invite additional Parties to join the MOU.

C. Modification

Modifications to the MOU, including the addition of new Parties, shall be valid only when reduced to writing and duly signed by all Parties.

D. Withdrawal

1. After the Effective Date, any Party may withdraw from participation in the MOU, without the consent of the other Parties.
2. A Party's withdrawal will be effective upon receipt of Written Notice by all remaining Parties to the MOU.
3. Following a Party's withdrawal, all obligations of the withdrawing Party as stated in the MOU shall cease, as shall all obligations of the remaining Parties to the withdrawing Party.
4. Withdrawal of a Party does not terminate the agreements of the remaining Parties to the terms of the MOU.
5. Upon withdrawal of a Party, the remaining Parties will execute an amended MOU in order to reflect the withdrawn Party.

E. Duration

Unless the MOU is terminated by all Parties, the term of the MOU is five (5) years from the Effective Date. The MOU will automatically renew for a new five (5) year term unless a majority of the Parties elect to terminate the MOU or to disallow its renewal.

F. Effective Date

This MOU is effective upon execution by all Parties.

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

MISSOURI NATIONAL GUARD/CAMP CLARK

The ____ day of _____, 2017

MG Steven Danner
The Adjutant General

VERNON COUNTY, MISSOURI

The ____ day of _____, 2017

Joe Hardin
Presiding Commissioner

CITY OF NEVADA, MISSOURI

The ____ day of _____, 2017

J.D. Kehrman
City Manager

**NEVADA/VERNON COUNTY CHAMBER OF
COMMERCE**

The ____ day of _____, 2017

Shéree Gayman
Executive Director

**CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT #1 OF VERNON COUNTY**

The ____ day of _____, 2017

Brad Thompson
President, Board of Directors

**MISSOURI MILITARY PREPAREDNESS AND
ENHANCEMENT COMMISSION**

The ____ day of _____, 2017

Joe Driskill
Executive Director and Missouri Military Advocate

**MISSOURI DEPARTMENT OF
TRANSPORTATION**

The ____ day of _____, 2017

Darin Hamelink
Area Engineer, Southwest District

**KAYSINGER BASIN REGIONAL PLANNING
COMMISSION**

The ____ day of _____, 2017

Elizabeth Teeters
Executive Director